



# भारत का राजपत्र The Gazette of India

सी.जी.-डी.एल.-सा.-25042025-262653  
CG-DL-W-25042025-262653

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY  
साप्ताहिक  
WEEKLY

सं. 14] नई दिल्ली, अप्रैल 13—अप्रैल 19, 2025, शनिवार/चैत्र 23—चैत्र 29, 1947  
No. 14] NEW DELHI, APRIL 13—APRIL 19, 2025, SATURDAY/CHAITRA 23—CHAITRA 29, 1947

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय  
(कार्मिक और प्रशिक्षण विभाग)  
नई दिल्ली, 5 मार्च, 2025

का.आ. 593.—केंद्रीय सरकार दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम XXV) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए आंध्र प्रदेश राज्य सरकार की अधिसूचना सं. जी.ओ.एमएस.सं. 135 दिनांक 12.11.2024 गृह (एससी.ए) विभाग के माध्यम से जारी सम्मति से, लोक सेवक/बैंक अधिकारियों की भूमिका सहित बड़ी साजिश का अन्वेषण करने हेतु आंध्र प्रदेश राज्य द्वारा दर्ज कराई गई सीसीएस तिरुपति थाना की दो एफआईआर सं.10/2021 दिनांक: 30.03.2021 और एफआईआर सं. 28/2022 दिनांक: 21.06.2022 का अन्वेषण करने हेतु दिल्ली विशेष पुलिस स्थापन के सभी सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त आंध्र प्रदेश राज्य में करती है।

[फा. सं. 228/102/2024-एवीडी-II]  
सत्यम श्रीवास्तव, अवर सचिव

**MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS****(Department of Personnel and Training)**

New Delhi, the 5th March, 2025

**S.O. 593.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act XXV of 1946), the Central Government with the consent of State Government of Andhra Pradesh, issued vide Notification No. G.O.Ms.No. 135 dated 12.11.2024 Home (SC.A) Department, hereby extends the powers and jurisdiction to all the members of the Delhi Special Police Establishment in the whole of the State of Andhra Pradesh for the investigation into the two FIR No. 10/2021 dated:30.03.2021 and FIR No. 28/2022 dated:21.06.2022 of CCS Tirupathi Police Station registered by the State of Andhra Pradesh to investigate of the larger conspiracy including the role of public servant/bank officers.

[F. No. 228/102/2024-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 7 मार्च, 2025

**का.आ. 594.**—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम XXV) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पुलिस उपमहानिरीक्षक/शाखा प्रमुख, सीबीआई, एसीबी, रांची के दिनांक 14.01.2025 के पत्र संख्या 29/2025-आर द्वारा किए गए अनुरोध पर झारखंड राज्य सरकार की अधिसूचना जापन सं.-10/सी.बी.आई.-404/2025-639/रांची, दिनांक 30.01.2025, गृह, कारागार और आपदा प्रबंधन विभाग के माध्यम से जारी सम्मति से, श्री रोहित कुमार राठौर, फार्मासिस्ट, टोरी हेल्थ युनिट, रेलवे के विरुद्ध भ्रष्टाचार निवारण अधिनियम, 1988 (वर्ष 2018 में यथासंशोधित) की धारा 7 के तहत कारित अपराधों के लिए दिनांक 03.02.2025 को पंजीकृत आरसी 0242025ए0001 में साथ ही इस मामले के अन्वेषण के दौरान प्रकाश में आए किन्हीं अन्य अपराधों एवं ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरण और/अथवा षड्यंत्र और/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का पंजीकरण और अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (कार्योत्तर प्रभाव से दिनांक 03.02.2025 से) समस्त झारखंड राज्य में करती है।

[फा. सं. 228/4/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 7th March, 2025

**S.O. 594.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act XXV of 1946), the Central Government with the consent of the State Government of Jharkhand, issued vide Notification Memo No.-10/C.B.I.-404/2025-639/Ranchi, dated 30.01.25, Home, Prisons and Disaster Management Department upon request made vide letter number 29/2025-R dated 14.01.2025 of DIG of Police/Head of Branch, CBI, ACB, Ranchi, hereby extends the power and jurisdiction of the members of the Delhi Special Police Establishment in the State of Jharkhand (ex post facto w.e.f 03.02.2025) for registration and investigation in RC 0242025A0001 registered on 03.02.2025 against Shri Rohit Kumar Rathore, Pharmacist, Tori Health Unit, Railway for committing offences u/s 7 of the Prevention of Corruption Act, 1988 (as amended in 2018) and any other offences that may come to light during investigation of this case and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/4/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 7 मार्च, 2025

**का.आ. 595.**—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पुलिस अधीक्षक/शाखा प्रमुख, सीबीआई, एसीबी, धनबाद के दिनांक 10.01.2025 के पत्र संख्या 08/सीओ-1/2025 द्वारा किए गए अनुरोध पर झारखंड राज्य

सरकार की अधिसूचना ज्ञापन सं.-10/सी.बी.आई.-403/2025-939/रांची, दिनांक 11.02.2025, गृह, कारागार और आपदा प्रबंधन विभाग के माध्यम से जारी सम्मति से, श्री प्रभात रंजन, उप-पोस्ट मास्टर, बीसीसीएल टाउनशिप, धनबाद के विरुद्ध भ्रष्टाचार निवारण अधिनियम, 1988 (वर्ष 2018 में यथासंशोधित) की धारा 7 के तहत दण्डनीय अपराधों के लिए दिनांक 12.02.2025 को पंजीकृत आरसी02(ए)/2025-डी में एवं ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र और/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का पंजीकरण और अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार (कार्योत्तर प्रभाव से दिनांक 12.02.2025 से) समस्त झारखंड राज्य में करती है।

[फा. सं. 228/5/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 7th March, 2025

**S.O. 595.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (25 of 1946), the Central Government with the consent of the State Government of Jharkhand, issued vide Notification Memo No.-10/C.B.I.-403/2025-939/Ranchi, dated 11.02.2025, Home, Prisons and Disaster Management Department upon request made via letter number 08/CO-1/2025 dated 10.01.2025 of SP & Head of Branch, CBI, ACB, Dhanbad, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment in the whole state of Jharkhand (ex post facto w.e.f 12.02.2025) for registration and investigation in RC 02(A)/2025-D registered on 12.02.2025 against Shri Prabhat Ranjan, Sub-Post Master, BCCL Township, Dhanbad for the offences punishable under section 7 of the Prevention of Corruption Act, 1988 (as amended in 2018) and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/5/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 10 मार्च, 2025

**का.आ. 596.**—केन्द्रीय सरकार दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केंद्रीय अधिनियम, XXV) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए अधिसूचना सं. जी.ओ. (2डी) सं.336 दिनांक 09.11.2024, गृह (पुलिस-XIII) विभाग के माध्यम से जारी तमिलनाडु राज्य सरकार की सम्मति से कोयंबतूर शहर, सीसीवी में भारतीय दंड संहिता (1860 का केंद्रीय अधिनियम XLV) की धारा 120बी, 468, 471 और 420 के अंतर्गत पंजीकृत किया गया मामला सीआर.सं. 87/2017 तथा ऐसे अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त तमिलनाडु राज्य में करती है।

[फा. सं. 228/103/2024-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 10th March, 2025

**S.O. 596.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act XXV of 1946), the Central Government with the consent of the State Government of Tamil Nadu, issued vide Notification No. G.O. (2D) No.336 dated 09.11.2024, Home (Police-XIII) Department, hereby extends the powers and jurisdiction of members of the Delhi Special Police Establishment in the whole of the State of Tamil Nadu to investigate the case registered in Coimbatore City, CCB, Cr.No.87/2017 under section 120B, 468, 471 and 420 of the Indian Penal Code (Central Act XLV of 1860) and any attempt, abetment and/or conspiracy, in relation to or in connection with such offence(s) and/or for any other offence committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/103/2024-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 18 मार्च, 2025

**का.आ. 597.**—केन्द्रीय सरकार दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राजस्थान राज्य सरकार की अधिसूचना सं. एफ.19(7)गृह-5/2025, दिनांक 21.02.2025, गृह (जीआर.-v) विभाग, जयपुर और संशोधित अधिसूचना सं. एफ.19(7)गृह-5/2025, दिनांक 03.03.2025, गृह (जीआर.-v) विभाग, जयपुर के माध्यम से जारी सम्मति से केन्द्रीय अन्वेषण ब्यूरो, भ्रष्टाचार निरोधक शाखा, जयपुर में सूचना प्रौद्योगिकी अधिनियम 2000 की धारा 66डी और धारा 61(2) सपठित भारतीय न्याय संहिता, 2023 की धारा 318, 319, 336 एवं 340 तथा उससे प्रासंगिक किसी अन्य धारा के अंतर्गत सूचना संख्या एसए0302025ए0002 में पंजीकृत सीबीआई मामला आरसी0302025ए0004, दिनांक 24.02.2025 में कथित रूप से गैर सरकारी व्यक्तियों द्वारा किए गए अपराधों का अन्वेषण करने तथा ऐसे अपराधों से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और षड्यंत्र एवं उसी संव्यवहार में किए गए और उन्हीं या संबंधित तथ्यों से उत्पन्न किन्हीं अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन (दिनांक 24.02.2025 से कार्यान्तर) के सभी सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार राजस्थान राज्य में करती है।

[फा. सं. 228/7/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 18th March, 2025

**S.O. 597.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946, the Central Government with the consent of the State Government of Rajasthan, issued vide Notification No. F.19(7)Home-5/2025 dated 21.02.2025, Home (Gr.-V) Department, Jaipur and Revised Notification No. F.19(7)Home-5/2025 dated 03.03.2025, Home (Gr.-V) Department, Jaipur, hereby extends the powers and jurisdiction of all the members of the Delhi Special Police Establishment (ex post facto w.e.f 24.02.2025) in the State of Rajasthan for investigation into the offence(s) of CBI case RC0302025A0004 dated 24.02.2025 in Information No. SA0302025A0002 registered at CBI, ACB, Jaipur under section 66D of IT Act 2000 and section 61(2) r/w section 318, 319, 336 and 340 of BNS-2023 and any other section incidental thereto, allegedly committed by the unknown private persons and any attempts, abetments and conspiracy in relation to or in connection with said offences and any other offences committed in the course of the same transaction and arising out of the same or related facts.

[F. No. 228/7/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 24 मार्च, 2025

**का.आ. 598.**—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम XXV) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों और इस संबंध में प्रदत्त समस्त अन्य शक्तियों का प्रयोग करते हुए, गोवा राज्य सरकार की अधिसूचना सं.-30/01/2015-सीबीआई/एचडी(जी)/622, दिनांक 27.02.2025, गृह (सामान्य) सचिवालय, पोर्वोरिम-गोवा के माध्यम से जारी सम्मति से, भारतीय न्याय संहिता, 2023 (वर्ष 2023 का केन्द्रीय अधिनियम सं. 45) की धारा 318 की उप-धारा (4) के तहत दंडनीय अपराधों के संबंध में अंजुना थाना, नॉर्थ गोवा में दिनांक 12.01.2025 को दर्ज प्राथमिकी सं. 9/2025 का अन्वेषण करने और अन्य किसी कानून के तहत दंडनीय किन्हीं अन्य अपराधों, जो उक्त मामले के अन्वेषण के दौरान प्रकाश में आएँ एवं ऐसे एक या एक से अधिक अपराध(धों) से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और/अथवा षड्यंत्र और/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त गोवा राज्य में करती है।

[फा. सं. 228/6/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 24th March, 2025

**S.O. 598.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act No. 25 of 1946) and all other powers enabling in this behalf, the Central Government with the consent of the Government of Goa, accorded vide Notification No. 30/01/2015-CBI/HD(G)/622 dated 27.02.2025, Department of Home (General) Secretariat, Porvorim - Goa, hereby extends of powers and jurisdiction by the members of the Delhi Special Police Establishment in the whole of the State of Goa, for investigation of FIR No.9/2025 dated 12.01.2025 registered with the Anjuna Police Station, North Goa in respect of offences punishable under sub-section (4) of the section 318 of the Bharatiya Nyaya Sanhita, 2023 (Central Act No. 45 of 2023) and also in respect of any other offences punishable under any other law, that may come to light during investigation of the said case including any attempt, abetment and conspiracy in relation to or in connection with one or more such offence(s) and/or any other offence(s) committed in the course of the same transaction or arising out of the same facts.

[F. No. 228/6/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 25 मार्च, 2025

**का.आ. 599.**—केंद्रीय सरकार दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केंद्रीय अधिनियम 25) की धारा 5 की उपधारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अधिसूचना सं. जी.ओ.(2डी) सं. 50, दिनांक 26.02.2025 गृह (पुलिस-XI) विभाग के माध्यम से जारी तमिलनाडु राज्य सरकार की सम्मति से ऑरोविले फाउंडेशन को 6.00 करोड़ रुपये की सदोष हानि कारित करने के लिए (1) श्री कृष्णमूर्ति पेरुमाल, ऑरोविले फाउंडेशन के सचिव द्वारा भूमि बोर्ड में नव नियुक्त, (2) श्री राजवेलु कुप्पुसामी, (भूमि बोर्ड के सदस्य, जिनका कार्यकाल मई 2022 में समाप्त हो गया था), (3) श्रीमती मीनाक्षी, ऑरोविले फाउंडेशन की विशेष अधिकारी और (4) श्री पोन्नम्बलम, ऑरोविले फाउंडेशन के विशेष अधिकारी के विरुद्ध प्रारंभिक जांच/अन्वेषण के संचालन हेतु दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त तमिलनाडु राज्य में करती है।

[फा. सं. 228/8/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 25th March, 2025

**S.O. 599.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Tamil Nadu, vide Notification No. G.O.(2D) No. 50, dated 26.02.2025 Home (Police-XI) Department, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment in the whole of the State of Tamil Nadu for the conduct of preliminary enquiry/ investigation against (1) Shri Krishnamoorthy Perumal, newly appointed to the Land Board by the Secretary, Auroville Foundation (2) Shri Rajavelu Kuppusamy, (a member of the Land Board whose term expired in May 2022), (3) Mrs. Meenakshi, Special Officer of Auroville Foundation and (4) Shri Ponnambalam, Special Officer of Auroville Foundation for causing wrongful loss of Rs.6.00 Crores to Auroville Foundation.

[F. No. 228/8/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

नई दिल्ली, 26 मार्च, 2025

**का.आ. 600.**—केंद्रीय सरकार दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का केन्द्रीय अधिनियम 25) की धारा 5 की उप-धारा (1) सपठित धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तेलंगाना राज्य सरकार की अधिसूचना जी.ओ.एमएस.सं.20 दिनांक 03.03.2025, गृह (विशेष) विभाग के माध्यम से जारी सम्मति से केन्द्रीय अन्वेषण ब्यूरो, भ्रष्टाचार निरोधक शाखा, हैदराबाद द्वारा प्राप्त सूचना के आधार पर (i) श्री कमर औलम खान, वरिष्ठ कर सहायक, आयकर विभाग, हैदराबाद, (ii) श्री मनीष सिक्रवाल, वरिष्ठ कर सहायक, आयकर विभाग, हैदराबाद,

(iii) श्रीमती गुलनाज राउफ, आयकर निरीक्षक, आयकर विभाग, हैदराबाद, (iv) श्री कुथडी श्रीनिवास राव, आयकर निरीक्षक, आयकर विभाग, हैदराबाद, (v) श्री मोहम्मद जावीद, वरिष्ठ कर सहायक, आयकर विभाग, हैदराबाद, (vi) श्री पुलीमामिदी भगत, गैर-सरकारी व्यक्ति, हैदराबाद, अज्ञात लोक सेवकों और अज्ञात गैर-सरकारी व्यक्तियों के विरुद्ध भारतीय न्याय संहिता, 2023 (2023 का केन्द्रीय अधिनियम सं. 45) की धारा 61 के खंड (2) तथा धारा 318 के खंड (4) सपठित भारतीय दंड संहिता की धारा 420, भ्रष्टाचार निवारण अधिनियम, 1988 (2018 में यथासंशोधित) की धारा 7 एवं 7ए के अंतर्गत दंडनीय अपराधों तथा (i) श्री कमर औलम खान, वरिष्ठ कर सहायक, आयकर विभाग, हैदराबाद, (ii) श्री मनीष सिक्रवाल, वरिष्ठ कर सहायक, आयकर विभाग, हैदराबाद, (iii) श्रीमती गुलनाज राउफ, आयकर निरीक्षक, आयकर विभाग, हैदराबाद, (iv) श्री कुथडी श्रीनिवास राव, आयकर निरीक्षक, आयकर विभाग, हैदराबाद, (v) श्री मोहम्मद जावीद, वरिष्ठ कर सहायक, आयकर विभाग, हैदराबाद, (vi) श्री पुलीमामिदी भगत, गैर-सरकारी व्यक्ति, हैदराबाद, अज्ञात लोक सेवकों और अज्ञात गैर-सरकारी व्यक्तियों के विरुद्ध नियमित मामला सहित अन्य संचयी अपराधों का अन्वेषण करने तथा उक्त मामले के अन्वेषण के दौरान सामने आने वाले किसी अन्य अपराध(धों) सहित ऐसे एक या उससे अधिक अपराधों से जुड़े या उससे संबद्ध किसी दुष्प्रयास, दुष्प्रेरणा और षड्यंत्र एवं/अथवा उसी संव्यवहार में किए गए या उन्हीं तथ्यों से उत्पन्न किसी अन्य अपराध का अन्वेषण करने के लिए जी.ओ.एमएस.सं.51, गृह (विशेष) विभाग, दिनांक 30.08.2022 में जारी आदेशों में रियायत देते हुए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त तेलंगाना राज्य में करती है।

[फा. सं. 228/9/2025-एवीडी-II]

सत्यम श्रीवास्तव, अवर सचिव

New Delhi, the 26th March, 2025

**S.O. 600.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Central Act 25 of 1946), the Central Government with the consent of the State Government of Telangana, issued vide Notification No. G.O.Ms.No.20 dated 03.03.2025, Home (Special) Department, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment in the whole of the State of Telangana for investigation of offence(s) on an information received by CBI, ACB, Hyderabad against (i) Shri QuamarAulam Khan, Senior Tax Assistant, Income Tax Department, Hyderabad, (ii) Shri Manish Sikrawal, Senior Tax Assistant, Income Tax Department, Hyderabad, (iii) Smt. GulnazRawoof, Income Tax Inspector, Income Tax Department, Hyderabad, (iv) Shri Kuthadi Srinivas Rao, Income Tax Inspector, Income Tax Department, Hyderabad, (v) Shri Mohammad Javeed, Senior Tax Assistant, Income Tax Department, Hyderabad, (vi) Shri PulimamidiBhagath, Private Person, Hyderabad, Unknown Public Servants and Unknown Private Persons for the offences punishable under clause (2) of section 61 and clause (4) of section 318 of Bharatiya Nyaya Sanhita, 2023 (Central Act.No.45 of 2023) r/w section 420 IPC, Sections 7 and 7A of the Prevention of Corruption Act, 1988 (as amended in 2018) and other Cumulative Offences including Regular Case / Investigation into any other offence(s) that may come to light during the investigation of the said case including any attempt, abetment and conspiracy in relation to or in connection with one or more such offences and/or any offence committed in the course of such transaction or arising out of the same facts against (i) Shri QuamarAulam Khan, Senior Tax Assistant, Income Tax Department, Hyderabad, (ii) Shri Manish Sikrawal, Senior Tax Assistant, Income Tax Department, Hyderabad, (iii) Smt. GulnazRawoof, Income Tax Inspector, Income Tax Department, Hyderabad, (iv) Shri Kuthadi Srinivas Rao, Income Tax Inspector, Income Tax Department, Hyderabad, (v) Shri Mohammad Javeed, Senior Tax Assistant, Income Tax Department, Hyderabad, (vi) Shri PulimamidiBhagath, Private Person, Hyderabad, Unknown Public Servants and Unknown Private Persons on the basis of information received, in relaxation of the orders issued in G.O.Ms.No.51, Home (Special) Department, dated 30.08.2022.

[F. No. 228/9/2025-AVD-II]

SATYAM SRIVASTAVA, Under Secy.

### श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 11 अप्रैल, 2025

**का.आ. 601.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गायत्री प्रोजेक्ट्स लिमिटेड, जम्मू, जम्मू और कश्मीर, के प्रबंधन के संबद्ध नियोजकों और श्री सुरेश कुमार वीपीओ कोट, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2, चंडीगढ़,

पंचाट (संदर्भ संख्या 24/2024) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.04.2025 को प्राप्त हुआ था।

[सं. एल – 42025-07-2025-89-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 11th April, 2025

**S.O. 601.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2024) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Gayatri Projects Ltd. Jammu, Jammu and Kashmir, and Shri Suresh Kumar VPO Kot, Worker**, which was received along with soft copy of the award by the Central Government on 09.04.2025.

[No. L-42025-07-2025-89-IR(DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,  
CHANDIGARH**

**(Presided over by Mr. Kamal Kant).**

**Special Campaign for Settlement**

ID No. 24/2024

Registered on:-30.09.2024

Suresh Kumar VPO Kot, Jammu, Jammu and Kashmir-181122

----- Workman

Versus

Gayatri Projects Ltd. Jammu, Jammu and Kashmir-181122.

----Management

Present:-       None for Workman  
                     None for management.

**Award : 08.03.2025**

Central Government vide Notification No.08(11)/2023/RLC/Jmu dated 30.09.2024, under of sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

***“Whether the action of management of M/s Gayatri Projects Ltd, B-1, 6-3-1090, TSR Towers, Raj Bhavan Road, Somajiguda, Hyderabad-500082 through its Managing Director in terminating the services of Sh. Duresh Kumar R/o Village and post Office Kot, Jammu, UT of Jammu and Kashmir w.e.f. 15.11.2022 is justified, fair and legal? If not to what relief the workman is entitled to and from which date?”***

1. The matter is fixed for filing claim statement by the workman since 20.12.2024. However, no one is turning up on behalf of workman despite service. On 04.03.2025, Mr. Sanjay Sharma, Sr. Manager (HR Admin) appeared on behalf of management and made a statement that they have settled the dispute with the workman. Full and final settlement letter along with other documents are placed on record as Annexure A1 (Colly).
2. Since the workman has neither put his appearance nor filed any claim statement and keeping in view the statement made by Mr. Sanjay Sharma, Sr. Manager (HR Admin) of the management, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer



नई दिल्ली, 11 अप्रैल, 2025

**का.आ. 602.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड, फरीदाबाद, के प्रबंधन के संबद्ध नियोजकों और श्री याद राम, कामगार, द्वारा-महासचिव, मर्केटाइल कर्मचारी एसोसिएशन, फरीदाबाद, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-2, चंडीगढ़, पंचाट (संदर्भ संख्या 308/2013) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.04.2025 को प्राप्त हुआ था।

[सं. एल – 40011/162/2013-आईआर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 11th April, 2025

**S.O. 602.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 308/2013) of the **Central Government Industrial Tribunal cum Labour Court-2, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **Bharat Sanchar Nigam Limited, Faridabad, and Shri Yad RAM, Worker, through-The General Secretary, Mercantile Employees Association, Faridabad**, which was received along with soft copy of the award by the Central Government on 09.04.2025.

[No. L-40011/162/2013-IR(DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

(Presided over by Mr. Kamal Kant).

ID No. 308/2013

Registered on:-19.12.2013

Sh. Yad Ram S/o SH. Layak Ram, C/o Sh. Hoob Lal Yadav, General Secretary, Mercantile Employees Association, 530- Near Prem Public School Dayal Nagar, Post office Amar Nagar, Faridabad-121007 (Haryana)

----- Applicant

Versus

Bharat Sanchar Nigam Ltd., Faridabad

----Respondent

Present:- None for Workman

Mr. Anish Babbar, AR for management.

#### Award : 06.03.2025

Central Government vide Notification No.L-40011/62/2013 (IR(DU)) dated 29.10.2013, under Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

***“Whether the action of the management of Bharat Sanchar Nigam Ltd. (BSNL), Faridabad, Haryana in terminating the services of Sh. Amar Singh S/o Sh. Yad Ram, S/o SH. Layak Ram, Ex-Guard w.e.f. 01.09.2009 is legal and justified? To what relief the workman is entitled to and from what date?”***

1. The matter is fixed for filing affidavit by the workman since long. However, but no one is turning up on behalf of workman since 20.07.2023 and the matter was adjourned for 14.09.2023, 20.11.2023, 22.02.2024, 12.07.2024, 18.12.2024 and 06.03.2025. Today also no one turned up on behalf of the workman. The workman has been given sufficient opportunities to file affidavit but none turned up in spite of the opportunities afforded to the workman for filing affidavit of evidence, which shows that the workman not interested in adjudication of the matter on merit.
2. Since the workman has neither put his appearance nor he has filed his affidavit to prove his case against the respondent, as such, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.



3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2025

**का.आ. 603.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम मध्य रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (67/2019) प्रकाशित करती है।

[सं. एल - 12025/01/2025-आई आर (बी-1)-51]

सलोनी, उप निदेशक

New Delhi, the 15th April, 2025

**S.O. 603.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 67/2019) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of West Central Railway and their workmen.

[No. L-12025/01/2025- IR(B-I)-51]

SALONI, Dy. Director

#### ANNEXURE

#### THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/67/2019**

**Present: P.K.Srivastava**

**H.J.S..(Retd)**

Jai Prakash Jharia

S/o. Kishanlal Jharia

Vill.- Rosra, Near Pani ki Tanki

Opp. Mahatma Gandhi School, Post Khamtara

Tehsil & District Narsinghpur (M.P.)

Workman

Versus

The Divisional Rail Manager

West Central Railway

Jabalpur (Madhya Pradesh)

Management

#### **(JUDGMENT)**

**(Passed on this 04<sup>th</sup> day of March-2025)**

As per letter dated 15/10/2019 by the Dy. Chief Labour Commissioner (Central) Jabalpur, Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947 as per Notification No. J-1(2-4)/2019-(IR) dt. 15/10/2019. The dispute under reference relates to:

“क्या प्रबंधन मण्डल रेल प्रबंधक, पश्चिम मध्य रेलवे, जबलपुर (मध्य प्रदेश) के द्वारा श्री जयप्रकाश झारिया आत्मज श्री किशनलाल झारिया, भूतपूर्व हैल्पर, वरिष्ठ मंडल यांत्रिक अभियन्ता (डीजल), नई कटनी जंक्शन की सेवाएं दिनांक 08.12.2024 से समाप्त किये जाने की कार्यवाही न्यायोचित है ? यदि नहीं तो, संबंधित आवेदक किस अनुतोष के हकदार हैं?”

After registering a case on the basis of the reference, notices were sent to the parties and were served. Parties appeared and file their respective Statement of Claims and Defense.

**According to the workman**, he was first appointed as Helper, Grade-II against permanent vacancy, by management on 09.10.2006 on compassionate basis and continued in service till 08.12.2014 when his services were terminated by management under an oral order without issuing any show-cause or conducting any inquiry. He was not issued any charge-sheet. This action of management is unjust, illegal and arbitrary. He has further stated that on 03.09.2010 he fell ill and left his workplace after getting leave sanctioned. When he returned back on 08.02.2014, and reported at his workplace he was informed that his services have been terminated by management.

Rebutting the allegations of the workman, management has taken a case in their written statement of defense that, the workman was appointed on compassionate basis on 09.10.2006 he remained unauthorizedly absent from 03.09.2010 to 13.01.2011 and did not comply medical rules, hence his absence was taken as unauthorized absence for which a charge-sheet was issued and after departmental inquiry his services were terminated by management.

Following preliminary issue was framed vide order dated 23.01.2024:-

**1. Whether the departmental enquiry conducted was legal and proper?**

Parties adduced their evidence on this preliminary issue the copy of enquiry papers was filed by management, admitted by workman.

Preliminary issue was decided holding the departmental enquiry legal and proper. This order is part of this award.

Following additional issues were also framed:-

**2. Whether the charges are proved from the enquiry papers ?**

**3. Whether the punishment is disproportionate to the charge ?**

**4. Relief to which the workman is entitled ?**

Parties were directed to file their evidence on these additional issues in form of documents/affidavit. None of the parties filed any evidence on additional issues.

No oral argument was submitted by workman union. I have heard argument of learned Senior Counsel Shri Anoop Nair for management and have gone through the record.

**Issue No.-2 :-**

The settled proposition of law is that the charges need not be proved beyond reasonable doubt in a departmental enquiry. Following judgments are being referred to in this respect.

*Scope of disciplinary proceedings and scope of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different. Ref. T.N.C.S. Corpn. Ltd. vs. K. Meerabai, (2006) 2 SCC 255*

*Standard of proof in a departmental enquiry which is quasicriminal/quasi-judicial in nature: Disciplinary proceedings, however, being quasi-criminal in nature, **there should be some evidence to prove the charge.** Although the charges in a departmental proceedings are not required to be proved like a criminal trial i.e. beyond all reasonable doubts, we cannot lose sight of the fact that the enquiry officer performs a quasijudicial function, who upon analyzing the documents must arrive at a conclusion that there had been a preponderance of probability to prove the charges on the basis of materials on record. While doing so, he cannot take into consideration any irrelevant fact. He cannot refuse to consider the relevant facts. He cannot shift the burden of proof. He cannot reject the relevant testimony of the witnesses only on the basis of surmises and conjectures. Ref: (i) **Nirmala J. Jhala Vs. State of Gujarat & Another, AIR 2013 SC 1513 (paras 10 , 11, 12 & 13).** (ii) **M.V. Bijlani Vs. Union of India, (2006) 5 SCC 88 (Para 25)***

*In the cases of (i) **NOIDA Entrepreneurs Association Vs NOIDA & others, AIR 2007 SC 1161 (i4i) State Bank of India Vs. R.B. Sharma, (2004) 7 SCC 27 (iii) Kendriya Vidyalaya Sangathan Vs. T. Srinivas, (2004) 7 SCC 442 (iv) Depot Manager, APSRTC Vs. Mohd. Yousuf Miya, (1997) 2 SCC 699 (v) Captain M. Paul Anthony Vs. Bharat Gold Mines Limited (1999) 3 SCC 679 and (vi) State of Rajasthan Vs. B.K. Meena, (1996) 6 SCC 417 (vi) Pratap Singh Vs. State of Punjab, AIR 1964 SC 72 (vii) Jang Bahadur Singh Vs. Baij Nath, AIR 1969 SC 30, it has been laid down by the Hon'ble Supreme Court that "the purpose of departmental enquiry and of prosecution are two different and distinct aspects. Departmental Enquiry is to maintain discipline in the service and efficiency of public service. Crime is an act of commission in violation of law or of omission of public duty. The enquiry in a departmental proceeding relates to the conduct or breach of duty by the delinquent officer to punish him for his misconduct defined under the relevant statutory rules or law. It is the settled legal position that the strict standard of***

*proof or applicability of the Evidence Act stands excluded in a departmental proceeding. Criminal Proceedings and the departmental proceeding under enquiry can go on simultaneously."*

*In the case of T.N.C.S. Corporation Ltd. Vs. K. Meerabai, (2006) 2 SCC 255, it has been held by the Hon'ble Supreme Court that the scopes of the disciplinary proceedings and of criminal proceedings are quite distinct, exclusive and independent of each other. Standards of proof in the two proceedings are also different.*

*In the cases of Mohd. Saleem Siddiqui Vs. State of UP & others, (2011) 2 UPLBEC 1575 (Allahabad High Court) and Ajeet Kumar Naag Vs. General Manager Indian Oil Corporation Ltd. Haldia, JT 2005 (8) SC 425, the distinction between departmental enquiry and criminal proceedings has been drawn as under: "The two proceedings i.e. criminal and departmental are entirely different. They operate in different fields and have different objectives. The object of criminal proceedings is to inflict appropriate punishment on offender and the purpose of enquiry proceedings is to deal with the delinquent departmentally and to impose penalty in accordance service rules the rule relating to appreciation of evidence in the two proceedings is also not similar. In criminal law burden of proof is on the prosecution and unless the prosecution is able to prove the guilt of accused beyond reasonable doubts, he cannot be convicted by a court of law. In departmental enquiry, on the other hand, penalty can be imposed on the delinquent officer on a finding recorded on the basis of preponderance of probability. Procedure with respect to standard of proof in criminal case and departmental enquiry are different. In the case of departmental enquiry the technical rules of evidence have no application and the doctrine of "proof beyond doubt" has also no application in the departmental enquiry. Criminal prosecution is launched for an offence for violation of a duty the offender owes to the society or for breach of which law has provided that the offender shall make satisfaction to the public. So crime is an act of commission in violation of law or of omission of public duty. The departmental enquiry is to maintain discipline in the service and efficiency of public service. There would be no bar to proceed simultaneously with departmental enquiry and trial of criminal case. "*

Perusal of enquiry papers filed and proved by management shows that the defense for absence taken by the workman during inquiry was that, he was sick during the period, but did not file any sufficient documentary evidence in form of medical certificate with respect to the effect that, he was advised bed rest by the Doctors and hence could not attend the office. Hence, the finding of the Inquiry Officer holding the charge proved is held to have been recorded correctly.

Issue No.2 is answered accordingly.

### **Issue No.-3 :-**

The settled proposition of law is that the punishment can be interfered by this Tribunal only when it is so disproportionate to the charge that it shocks the conscience of this Tribunal. Following judgments are being referred to in this respect.

Hon'ble Apex Court in *B.C. Chaturvedi v. Union of India, (1995) 6 SCC 749* while discussing about the scope of judicial review, in disciplinary matters, has observed as under:

*"The High Court/Tribunal, while exercising the power of judicial review, cannot normally substitute its own conclusion on penalty and impose some other penalty. If the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the High Court/Tribunal, it would appropriately mold the relief, either directing the disciplinary/appellate authority to reconsider the penalty imposed, or to shorten the litigation, it may itself, in exceptional and rare cases, imposed appropriate punishment with cogent reasons in support thereof."*

In *DG, RPF vs. Sai Babu (2003) 4 SCC 331*, Hon'ble Apex Court has observed that:

*"6..... Normally, the punishment imposed by a disciplinary authority should not be disturbed by the High Court or a tribunal except in appropriate cases that too only after reaching a conclusion that the punishment imposed is grossly or shockingly disproportionate, after examining all the relevant factors including the nature of charges proved against, the past conduct, penalty imposed earlier, the nature of duties assigned having due regard to their sensitiveness, exactness expected of an discipline required to be maintained, and the department/establishment which the delinquent person concerned works."*

In *United Commercial Bank vs. P.C. Kakkar (2003) 4 SCC 364* Hon'ble Apex Court on review of a long line of cases and the principles of judicial review of administrative action under English law summarized the legal position in the following words:

*"11. The common thread running through in all these decisions is that the court should not interfere with the administrators' decision unless it was illogical or suffers from procedural impropriety or was shocking to the conscience of the court, in the sense that it was in defiance of logic or moral standards. In view of what has been stated in Wednesbury case the court would not go into the correctness of the choice made by the administrator open to him and the court should not substitute its decision to that of the administrator. The scope of judicial review is judicial review is limited to the deficiency in decision-making process and not the decision."*

12. *To put it differently, unless the punishment imposed by the disciplinary authority or the appellate authority shocks the conscience of the court/tribunal, there is no scope for interference. Further, to shorten litigation it may, in exceptional and rare cases, impose appropriate punishment by recording cogent reasons in support thereof."*

In *Union of India vs. S.S. Ahluwalia* (2007) 7 SCC 257 Hon'ble Supreme Court reiterated the legal position as follows:

"8. .... The scope of judicial review in the matter of imposition of penalty as a result of disciplinary proceedings is very limited. The court can interfere with the punishment only if it finds the same to be shockingly disproportionate to the charges found to be proved."

In *State of Meghalaya v. Mecken Singh N. Marak* (2008) 7 SCC 580 Hon'ble Supreme Court stated that:

*"The punishment imposed by the disciplinary authority or the appellate authority unless shocking to the conscience of the court, cannot be subjected to judicial review.*

Hon'ble Apex Court in *Administrator, Union Territory of Dadra and Nagar Haveli vs. Gulbhia M. Lad* (2010) 2 SCC (L&S) 101 has observed that

*"The legal position is fairly well settled that while exercising the power of judicial review, the High Court or a Tribunal cannot interfere with the discretion exercised by the disciplinary authority, and/or on appeal the appellate authority with regard to the imposition of punishment unless such discretion suffers from illegality or material procedural irregularity or that would shock the conscience of the court/tribunal. The exercise of discretion in imposition of punishment by the disciplinary authority or appellate authority is dependent on host of factors such as gravity of misconduct, past conduct, the nature of duties assigned to the delinquent, responsibility of the position that the delinquent holds, previous penalty, if any, and the discipline required to be maintained in the department or establishment he works. Ordinarily the court or the tribunal would not substitute its opinion on reappraisal of facts.*

This extract is taken from *State Bank of Bikaner & Jaipur v. Nemi Chand Nalwaya*, (2011) 4 SCC 584 : (2011) 1 SCC (L&S) 721 : 2011 SCC OnLine SC 416 at page 587

*7. It is now well settled that the courts will not act as an appellate court and reassess the evidence led in the domestic enquiry, nor interfere on the ground that another view is possible on the material on record. If the enquiry has been fairly and properly held and the findings are based on evidence, the question of adequacy of the evidence or the reliable nature of the evidence will not be grounds for interfering with the findings in departmental enquiries. Therefore, courts will not interfere with findings of fact recorded in departmental enquiries, except where such findings are based on no evidence or where they are clearly perverse. The test to find out perversity is to see whether a tribunal acting reasonably could have arrived at such conclusion or finding, on the material on record. The courts will however interfere with the findings in disciplinary matters, if principles of natural justice or statutory regulations have been violated or if the order is found to be arbitrary, capricious, mala fide or based on extraneous considerations. (Vide B.C. Chaturvedi v. Union of India [(1995) 6 SCC 749 : 1996 SCC (L&S) 80 : (1996) 32 ATC 44] , Union of India v. G. Ganayutham [(1997) 7 SCC 463 : 1997 SCC (L&S) 1806] , Bank of India v. Degala Suryanarayana [(1999) 5 SCC 762 : 1999 SCC (L&S) 1036] and High Court of Judicature at Bombay v. Shashikant S. Patil [(2000) 1 SCC 416 : 2000 SCC (L&S) 144] .)*

In *Air India Corporation Bombay vs. V.A. Ravellow* 1972 (25) FLR 319 (SC) it has been observed that:

*"Once the employer has lost the confidence in the employee and the bona fide loss of confidence is affirmed, the order of punishment must be considered to be immune from challenge, for the reason that discharging the office of trust and confidence requires absolute integrity, and in a case of loss of confidence, reinstatement cannot be directed."*

In *Knhaiyalal Agarwal and others vs. Factory Manager, Gwalior Sugar Co. Ltd.* AIR 2001 SC 3645 Hon'ble Apex Court laid down the test for loss of confidence to find out as to whether there was bona fide loss of confidence in the employee, observing that:

*"Loss of confidence cannot be subjective, based upon the mind of the management. Objective facts which would lead to a definite inference of apprehension in the mind of the management, regarding trust worthiness or reliability of the employee, must be alleged and proved."*

Management has proved that the workman is habitual offender with respect to unauthorized absence. In these facts, the punishment of dismissal of the workman from service is not disproportionate to the charge.

Issue no.-3 is answered accordingly.

#### Issue No.-4 :

On the basis of findings recorded above, the workman is held entitled to no relief.

Accordingly, the Reference is answered as follows :-

**AWARD**

**Holding the action of management of Divisional Railway Manager, West Central Railway, Jabalpur in terminating services of Jai Prakash Jharia, legal, proper and justified, he is entitled to no relief.**

**No order as to cost.**

**DATE:- 04/03/2025**

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2025

**का.आ. 604.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम मध्य रेलवे के प्रबंधतंत्र, संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (40/2011) प्रकाशित करती है।

[सं. एल - 41011/74/2010-आई आर (बी-I)]

सलोनी, उप निदेशक

New Delhi, the 15th April, 2025

**S.O. 604.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 40/2011) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of West Central Railway and their workmen.**

[No. L-41011/74/2010- IR(B-I)]

SALONI, Dy. Director

**ANNEXURE****THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

**NO. CGIT/LC/R/40/2011**

**Present: P.K.Srivastava**

**H.J.S..(Retd)**

**The President,  
West Central Railway Parcel Pottery Union,  
H.No. 298/6, Upper Laine,  
Railway Colony, Civil Lines,  
Jabalpur**

**Workman**

**Vs**

**The Divisional Railway Manager,  
West Central Railway,  
Jabalpur**

**Management**

**(JUDGMENT)**

**(Passed on this 27<sup>th</sup> day of February -2025)**

As per letter dated **10/05/2011** by the Government of India, Ministry of Labour, New Delhi, the reference is made to this Tribunal under Section-10 of Industrial Disputes Act, 1947 (in short the 'Act') as per Notification **No. L-41011/74/2010-IR(B-I)** dt. **10/05/2011**. The dispute under reference relates to:

***"Whether the demand of West Central Railway Parcel Pottery Union, Jabalpur of regularization of private parcel porter working through agents at Railway Station, Jabalpur, is legal and justified? To what relief the Union is entitled?"***

**According to the Workman Union,** they are registered Trade Union having **Registration No. 6367** and the claimants of their members. The 98 members of the Union who are the Claimants have been continuously engaged in the Working of Loading and Unloading Goods booked and transported by Railways under the direct control of Railway Authorities at Jabalpur Railway Station. Their job has been to collect the parcels booked by Railways in the

Parcel Office and load them in various Trains, also to unload the Parcels from the Trains and carry them to the Parcel Office from which the Consignee takes the delivery. This is a job of 24 hours and is of permanent and perennial nature.

**It is further the case of the Workman Union** that the Railways have adopted unfair labour practice by way of creating a camouflage by creating an Agent and showing these Parcel Porters under the control of agents which is not true because Railway has not appointed any agent for this job, this act of Railways is in violation of Section 10 of the Contract Labour Regulation and Abolition Act, 1970. Railway has denied their their absorption in the cadre of Parcel Porters and regularization of these Applicants as Parcel Porters which is unjust, illegal and arbitrary. The Union has thus prayed that answering reference in their favour, the Management will direct to absorb these Applicants and regularize their services as parcel porters.

**Case of the Management of Railways is mainly** that the Applicant are not a Workman as defined under Section 2(s) of the Act. They were never appointed/ engaged or deployed by Railways for any work whatsoever, either directly or through Agents. The Railways has good Transporting system for transportation of goods. It accepts goods/parcels/packages at their Parcel Office to be sent to different places. These articles are loaded in the Brake Van of the Trains. The Goods Received from other Stations are unloaded from the Trains are kept in the parcel office for delivery to the Consignee. This loading and unloading from Parcel Office to Trains and from Train to parcel Office is done by Regular Staff of Railways who are known as Parcel Porters and no outsider is allowed to do this job. It is further the case of Management that the Businessmen who regularly dispatch and take delivery of goods from Parcel Offices have engaged certain Agents who are called Forwarding Agents / Clearing Agents. Their job is to take the consignment to the Parcel Office where they deliver to the Parcel Staff and receive consignment from parcel office on behalf of the Consignee. According to the Management, the Applicants are employees of these Forwarding Agents, not controlled or supervised by Railways. Thus according to Management there is no relation of Employee and Employer between them and the Applicants. The management has prayed that the reference be answered against the Workman Union.

**In evidence one union has filed affidavits** of Applicants of Oliver Maseeh, Anil Singh, Premlal, Virendra Kumar Ben, Mani Shankar Tiwari, Anil Suryavanshi, Ravi Kumar Shivhare, Brajesh Kumar Kushwaha, Jitendra Chouhan, Vinod Kumar Kashyap, Rajkumar Patkar, Anand Kori, Manoj Singh and his proved documents to be referred to as and when required.

**Management filed affidavit of its Witness** Santosh Thosar who has been cross-examined by Union side.

**I have heard argument of Learned Counsel** for the Workman Mr. Sharad Punj and Mr. S.K. Gupta for management.

Management has filed their Written Arguments. I have gone through the Written Arguments and record as well.

**On perusal of record in the light of Rival Arguments following issues arises for determination.**

1. Whether the Applicants are Workman of Railways as defined in the Act?
2. Whether the Applicant are entitled to any relief claimed?

**Issue No 1-**

*Section 2(s) of the Act is being reproduced as follows:*

*"workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person*

- (i) *who is subject to the Air Force Act, 1950 ([45 of 1950](#)), or the Army Act, 1950 ([46 of 1950](#)), or the Navy Act, 1957 ([62 of 1957](#)); or*
- (ii) *who is employed in the police service or as an officer or other employee of a prison, or*
- (iii) *who is employed mainly in a managerial or administrative capacity, or*
- (iv) *who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.*

**From perusal of affidavit of the Workman** witness as their examination-in-chief and their statements in their cross examination, documents in form of photographs as well statement of management witness, it is established

that **firstly**. The Claimants have been working as Parcel Porters. **Secondly**, they have been engaged in transporting the consignments from Parcel Office to platforms and to upload them in different trains, also to unload the consignments from different trains at the platforms and take them to Parcel Office, from where the consignments are delivered to different Consignees/their Agents. This is also established that as admitted by Management in their written statement and also by their witness in his cross examination, that the job of taking the consignments from Parcel Office to Platform and to upload them in different Trains as well to unload the consignment from Trains on the Platforms and to take them to the Parcel Office is a job which is done by the regular Parcel Porters of Railways and according to them, it is illegal to get this job done by any person other than Parcel Porters engaged by Railways. This is also established that there is no evidence that these applicants were engaged by Railways either directly or through contractors. The case of Railways, as stated above is that there are employees of Different Forwarding Agents who are engaged by the Private Parties for booking their parcels by taking it to the Parcel Office and receiving consignment on their behalf from Parcel Office. The Workman Union has proved different entry passes issued by the Railways permitting them to go on platforms through the name of the Agent or Contractor has also mentioned in these passes.

*Now the question arises is that what should be the parameters to decide whether a person is a Workman as defined under Section 2(s) of the Act or not.*

**If we go through the definition of the Workman** as mentioned above, the opening words are being reproduced as follows:

*“Workman means any person including an apprentice employed (emphasis employed) in any industry to do any.....”.*

**This provision lays emphasis only** on the place of employment and not on the fact as to a person is employed by whom.

**As mentioned above, it is established** that these Workmen/Applicants have been doing a work which could only be done by Railways staff. This is also proved that they have been doing the job of loading and unloading at Platforms from the Trains as well transporting the consignment to and from the Parcel office to Trains on the direction of Railway Authorities, on the issue of which consignment is to be loaded/ offloaded in/ from which Train. Thus, the two facts are established from evidence on record that the Applicants have been working on the direction of the Railway Authorities at the place which can be assessed by any employee of Forwarding Agents and secondly, they have been doing the job which could only be done by regular Railway Employees.

**Following paragraph of judgment of Hon’ble Supreme Court** in the case of *Devendra Singh Vs Union of India reported in (2011)130 FLR 337 Supreme Court (SC)* requires to be quoted here and has reproduced as follows:

*“The source of employment, month of recruitment, terms and conditions of employment/contract of services, different quantum of wages/pay, and mode of payment are not held relevant for deciding whether a person is a Workman in the meaning of Section 2(s) of the Act.”*

**Hence on the basis of above discussion the applicants are held to be workman working in the Industry of Railway as defined under Section 2(s) of the Act.**

**Issue No. 1 is answered accordingly.**

#### **Issue No. 2 -**

**Pleadings of parties on this issue have already been detailed earlier.**

In the light of above discussion and findings following facts are established from evidence on record.

1. *The applicants are workmen as defined under Section 2(s) of the Act.*
2. *Management of Railways is industry as defined under Section 2(j) of the Act and the dispute is Industrial Dispute as defined under Section 2(k) of the Act. Hence, the dispute raised in the reference is cognizable by this Tribunal.*
3. *The applicants have been working as Parcel Porter with the Management of Railway at their Railway Stations and have been carrying the consignments from Parcel office to different Trains, loading them in Trains also offloading the consignments from the Trains at Railway platforms and bringing the consignments to the Parcel Office from which the consignment are delivered to different consignees/ their agents.*
4. *It is the case of the Management that the job of taking the consignments from Parcel Office to various platforms, loading in different Trains and offloading the consignments from Trains on the platforms as well carrying them to Parcel Office is of permanent and perennial in its nature because it is integral part of transportation of goods by the Management.*



**According to the Management, it is in its pleadings**, in Para 12 of its written statement, these jobs are done by the regular employees of Railways and no outsider is allowed to do this. Management witness has also admitted this fact in his evidences. Thus, this is established that the job which the applicants have been doing is done by the regular employee of Management of railways or in other words the applicants are doing the same job which is done by the regular employees of Railways.

Though it has been submitted by Learned Counsel for Management that, this applicants were engaged by different agents as Parcel agents/ Clearing agents, who were working for the consigners and consignees and in that capacity, they were permitted and issued passes authorizing them to go on platforms. This argument is against records because there is letter of Bhagwan Singh on behalf of Management written by him on 11.03.2010 to the Clearing Agent Jagdish Tiwari whereby he is permitted to engage only four private labours, that too at Parcel office ***only to assist him in loading/unloading to perishable parcels at the Parcel Office***. Management has referred to another letter dated 09.07.2013 which is a note in form of internal communication which shows that extension of permission to engage private labors to forwarding and clearing agents for loading/ unloading of parcels at Parcel Office was taken, ***the permission was extended for only the number of persons written against the name of the forwarding agents only with respect to loading and unloading of parcel at parcel office***.

Management could not show any provision of engagement of clearing agents, by them in the Parcel Office. Learned counsel for Management has submitted that these clearing agents were agents of the businessmen who had engaged them and the Applicants were engaged by these clearing agents. Hence, the clearing agents are their employees.

Section 2(g) of the Act defines the employer as follows:

***Employer Means-***

1. ***In relation to any industry carried on by or under the authority of nay department of the Central Government or the State Government, the authority prescribed in this behalf or where no authority is prescribed , the head of the department.***
2. ***In relation to an industry carried on by or on behalf of a local authority, the Chief Executive Officer of that Authority.***

**Since, it is proved that these applicants** have been carrying on the work of taking the consignments from Parcel Office to different Trains at Platforms, loading them in the Trains and offloading the consignments from the Trains at platforms as well carrying the consignment to the Parcel Office for which neither the forwarding agents nor any of their employees was permitted, hence, the management of Railways is deemed to be the employer of these applicants for the purpose of these jobs, as mentioned above, taken by management of Railways from these applicants.

**At the point of the relief sought by** the Workman Union with respect to the applicants, reference of judgment of Hon'ble the Supreme Court case of ***National Federation of Railway Board Vendors and Bearers Vs. Union of India AIR (1995) SC 1617 and of Indian Railway Parcel and Good Porters Association Vs. Union of India and Others, AIR (2003) SC 3673*** requires to be referred at this stage. In these two cases, the Hon'ble the Supreme Court of India, has disapproved the engagement of contractors by Management of Railways for Transportation of consignments from Parcel Offices to Platform, loading them in Trains and offloading the consignments from the Trains at Platform as well carrying them to Parcel Office and has accepted the claim of such Parcel Porters for permanency in job and regularization. The relevant paragraphs of these judgments are being reproduced as follows:

***National Federation of Railway Board Vendors and Bearers Vs. Union of India AIR (1995) SC 1617***

***"All the labourers who have-been initially engaged through contractors but have been continuously working with the respondent for the last 10 years on different jobs assigned to them in spite of the replacement/change of the contractors, shall be absorbed by the respondent as their regular employees subject to being found medically fit and if they are below 58 years of age, which is the age of superannuation under the Respondent."***

***However, when in the course of the arguments addressed before us in the present writ petitions we questioned the learned counsel for the petitioners whether the petitioners in the writ petitions would be satisfied by regularisation a few of them only if the Railway Administration concerned is not able to absorb all of them on regular basis having regard to the insufficiency of parcel handling work in a Railway Station concerned, the learned counsel for the writ petitioners, told us in categorical and unequivocal terms that the petitioners are ready and willing for absorption only a few of them as Railway Parcel Porters on a permanent basis at the cost of others loosing their employment, whenever the Railway Administration comes to the conclusion that all the Railway Parcel Porters working in the particular Railway Station on contract basis will not have sufficient work for employing them on a permanent basis and the decision of the Railway Administration made in that behalf will not be questioned. The claim of the writ petitioners for absorption as Railway Parcel Porters on a Permanent basis by the concerned railway administration, being considered as above and regard being given to the fact that the railway Administration***

concerned has in most of the Railway Stations of the country employed Railway Parcel Porters on regular and permanent basis, and Railway Stations left out without such porters are hardly a few, we have thought it most just and appropriate to issue the following directions to the respondent - Union of India and its Railway Administration. Units :-

(1) That the Unit of the Railway Administration having control over the Railway Stations where the petitioners in the present writ petitions are doing the work of Railway Parcel Porters on contract labour should be absorbed permanently as regular Railway Parcel porters of those Stations, the number to be so appointed being limited to the quantum of work which may become available to them on a personal basis.

(2) When the petitioners in the writ petitions or any of them are appointed as Railway Parcel Porters on Permanent basis, they shall be entitled to get from the dates of their absorption the minimum scale of pay or wages and other service benefits which the regularly appointed Railway Parcel Porters are already getting.

3. The Units of Railway Administration may absorb on permanent basis only such, of those Railway Parcel Porters (petitioners) working in the concerned Railway Stations on contract labour who have not completed the superannuation age of 58 years.

4. The Units of Railway Administration are not required to absorb on permanent basis such of the contract labour Railway Parcel Porters (Petitioners) who are not found medically fit for such employment.

5. That the absorption of the petitioners in the writ petitions or a regular and permanent basis by the Railway Administration as Railway Parcel Porters does not disable the Railway Administration from utilising their services for any other manual work of the Railway depending upon its needs.

6. In the matter of absorption of Railway Parcel Porters on contract labour as permanent and regular Railway Parcel Porters, the persons who have worked for longer periods as contract labour shall be preferred to those are put in shorter period of work.

7. The report dated August 31, 1993 of the Assistant Labour Commissioner (Central) can be made the basis in deciding period of contract labour work done by them in the Railway stations. Further, as far as possible, the Railway Stations where the writ petitioners are working should be the places where they could be absorbed on permanent and regular basis and the information available in this regard in the report dated August 31, 1993 of the Assistant Labour Commissioner, could be utilised for the purpose.

8. The absorption and regularisation of the petitioners in the writ petitions, who could be appointed as permanent Railway Parcel Porters shall be done according to the terms indicated above and on such other terms to which they may be subjected to according to the rules or circulars of the railway Board as expeditiously as possible, not being later than six months from today, those who have put in longer periods of work as Railway Parcel Porters on contract labour getting preference in the matter of earlier appointment.

All the writ petitions are, therefore, allowed by issue of the above directions to the respondents. No costs.

Petition disposed of.

**Indian Railway Parcel and Good Porters Association V.s. Union of India and Others, AIR (2003) SC 3673**

1. The Assistant Labour Commissioner, Lucknow is directed to again scrutinize all the records already placed by the petitioners and also the record to be placed by the respective contractors and the railway administration and discuss and deliberate with all parties and ultimately arrive at a conclusion in regard to the genuineness and authenticity of each and ever claimant for regularization. This exercise shall be done within six months from the date of receipt of this judgment.

2. Subject to the outcome of the fresh enquiry and the report to be submitted by the Assistant Labour Commissioner, the Railway Administration should absorb them permanently and regularize their services. The persons to be so appointed being limited to the quantum of work which may become available to them on a perennial basis. The employees so appointed on permanent basis shall be entitled to get from the dates of their absorption, the minimum scale of pay or wages and other service benefits which the regularly appointed railway parcel porters are already getting.

3. The Units of Railway Administration may absorb on permanent basis only such of those Railway Parcel Porters (Petitioners in this batch) working in the respective railway stations concerned on contract labour who have not completed the age of superannuation.

4. The Units of Railway Administration are not required to absorb on permanent basis such of the contract labour Railway Parcel Porters who are not medically fit/unsuitable for such employment.

5. The absorption of the eligible petitioners in the writ petitions on a regular and permanent basis by the Railway Administration as Railway Parcel Porters does not disable the Railway Administration from utilizing their services for any other manual work of the Railways depending upon its needs.

6. In the matter of absorption of Railway Parcel Porters on contract labour as permanent and regular Railway Parcel Porters, the persons who have worked for longer periods as contract labour shall be preferred to those who have put in shorter period of work.

7. The report to be submitted by the Assistant Labour Commissioner should be made the basis in deciding the period of contract labour work done by them in the railway stations. The report shall be finalized and submitted after discussions and deliberations with the railway administration and the contractors and all the representatives of the writ petitioners or writ petitioners themselves.

8. While absorbing them as regular employees their inter se seniority shall be determined department/job-wise on the basis of their continuous employment.

9. After absorbing, the contract labourers will be governed exclusively by the terms and conditions prescribed by the railway administration for its own employees irrespective of any existing contract or agreement between the respondent and the contractors. No claim shall be made by the contractors against the railway administration for premature termination of their contracts in respect of the contract labourers.

10. The railway administration shall be at liberty to retrench the workmen so absorbed in accordance with law. This order shall not be pleaded as a bar to such retrenchment.

11. This judgment does not relate to the persons who have already been absorbed.

Reference of another Judgment of Hon'ble the Supreme Court in recent Case of **Jaggo Vs. Union of India arising out of SLP (c) No. 5580/2024** and connected appeal also requires to be taken in which the Hon'ble the Supreme Court has disapproved the practice of engaging Workman for years and years for jobs of permanent and perennial nature in the name of Casual/Temporary/Contract Labour just to deprive them of their retrenchment claims which is the case in hand the following paragraphs of these judgment are being reproduced as follows:

**Jaggo Vs. Union of India arising out of SLP (c) No. 5580/2024**

“8. On behalf of the appellants, the following arguments have been advanced before us: (i). **Continuous and Substantive Engagement:** The appellants emphasize their long, uninterrupted service spanning well over a decade—and in some instances, exceeding two decades. They argue that their duties were neither sporadic nor project-based but permanent and integral to the daily functioning of the respondent's offices.

(ii). **Nature of Duties:** Their responsibilities—such as cleaning, dusting, gardening, and other maintenance tasks—were not casual or peripheral. Instead, they were central to ensuring a clean, orderly, and functional work environment, effectively aligning with roles typically associated with regular posts.

(iii). **Absence of Performance Issues:** Throughout their tenure, the appellants SLP(C) NO.5580 of 2024 ETC. Page 8 of 29 were never issued any warning or adverse remarks. They highlight that their work was consistently satisfactory, and there was no indication from the respondents that their performance was not satisfactory or required improvement.

iv). **Compliance with ‘Uma Devi’ Guidelines:** The appellants assert that their appointments were not “illegal” but at most “irregular.” Drawing on the principles laid down in *Secretary, State of Karnataka vs. Uma Devi*, they submit that long-serving employees in irregular appointments—who fulfil essential, sanctioned functions—are entitled to consideration for regularization.

(v). **Discrimination in Regularization:** The appellants point out that individuals with fewer years of service or similar engagements have been regularized. They contend that denying them the same benefit, despite their longer service and crucial role, constitutes arbitrary and discriminatory treatment.

(vi). **Irrelevance of Educational Qualifications:** The appellants reject the respondents' reliance on formal educational requirements, noting that such criteria were never enforced earlier and that the nature of their work does not inherently demand formal schooling. They argue that retrospectively imposing such qualifications is unjustified given their proven capability over many years.

(vii). **Equity and Fairness:** Ultimately, the appellants submit that the High Court erred by focusing too rigidly on their initial terms of engagement and ignoring the substantive reality of their long, integral service. They maintain that fairness, equity, and established judicial principles call for their regularization rather than abrupt termination.

On the other hand, the following primary arguments have been advanced before us on behalf of the Respondents:

(i). **Nature of Engagement:** The respondents maintain that the appellants were engaged purely on a part-time, contractual basis, limited to a few hours a day, and that their work was never intended to be permanent or full-time.

(ii). **Absence of Sanctioned Posts:** They assert that the appellants were not appointed against any sanctioned posts. According to the respondents, without sanctioned vacancies, there can be no question of regularization or absorption into the permanent workforce.

(iii). **Non-Compliance with 'Uma Devi' Criteria:** Relying heavily on *Secretary, State of Karnataka vs. Uma Devi* (supra), the respondents argue that the appellants do not meet the conditions necessary for regularization. They emphasize that merely serving a long period on a part-time or ad-hoc basis does not create a right to be regularized.

(iv). **Educational Qualifications:** The respondents contend that even if the appellants were to be considered for regular appointments, they do not possess the minimum educational qualifications mandated for regular recruitment. This, in their view, disqualifies the appellants from being absorbed into regular service.

(v). **Outsourcing as a Legitimate Policy Decision:** The respondents point out that they have chosen to outsource the relevant housekeeping and maintenance work to a private agency. This, they argue, is a legitimate administrative policy decision aimed at improving efficiency and cannot be interfered with by the courts.

(vi). **No Fundamental Right to Regularization:** Finally, the respondents underscore that no employee, merely by virtue of long-standing temporary or part time engagement, acquires a vested right to be regularized. They maintain that the appellants' claims are devoid of any legal entitlement and that the High Court was correct in dismissing their petition.

10. Having given careful consideration to the submissions advanced and the material on record, we find that the appellants' long and uninterrupted service, for periods extending well beyond ten years, cannot be brushed aside merely by labelling their initial appointments as part-time or contractual. The essence of their employment must be considered in the light of their sustained contribution, the integral nature of their work, and the fact that no evidence suggests their entry was through any illegal or surreptitious route.

11. The appellants, throughout their tenure, were engaged in performing essential duties that were indispensable to the day-to-day functioning of the offices of the Central Water Commission (CWC). Applicant Nos. 1, 2, and 3, as Safaiwalis, were responsible for maintaining hygiene, cleanliness, and a conducive working environment within the office premises. Their duties involved sweeping, dusting, and cleaning of floors, workstations, and common areas—a set of responsibilities that directly contributed to the basic operational functionality of the CWC. Applicant No. 5, in the role of a Khallasi (with additional functions akin to those of a Mali), was entrusted with critical maintenance tasks, including gardening, upkeep of outdoor premises, and ensuring orderly surroundings.

12. Despite being labelled as “part-time workers,” the appellants performed these essential tasks on a daily and continuous basis over extensive periods, ranging from over a decade to nearly two decades. Their engagement was not sporadic or temporary in nature; instead, it was recurrent, regular, and akin to the responsibilities typically associated with sanctioned posts. Moreover, the respondents did not engage any other personnel for these tasks during the appellants' tenure, underscoring the indispensable nature of their work. The claim by the respondents that these were not regular posts lacks merit, as the nature of the work performed by the appellants was perennial and fundamental to the functioning of the offices. The recurring nature of these duties necessitates their classification as regular posts, irrespective of how their initial engagements were labelled. It is also noteworthy that subsequent outsourcing of these same tasks to private agencies after the appellants' termination demonstrates the inherent need for these services. This act of outsourcing, which effectively replaced one set of workers with another, further underscores that the work in question was neither temporary nor occasional.

14. The abrupt termination of the appellants' services, following dismissal of their Original Application before the Tribunal, was arbitrary and devoid of any justification. The termination letters, issued without prior notice or explanation, violated fundamental principles of natural justice. It is a settled principle of law that even contractual employees are entitled to a hearing before any adverse action is taken against them, particularly when their service records are unblemished. In this case, the appellants were given no opportunity to be heard, nor were they provided any reasons for their dismissal, which followed nearly two decades of dedicated service.

15. Furthermore, the respondents' conduct in issuing tenders for outsourcing the same tasks during the pendency of judicial proceedings, despite a stay order from the Tribunal directing maintenance of status quo, reveals lack of bona fide intentions. Such actions not only contravened judicial directives but also underscored the respondents' unwillingness to acknowledge the appellants' rightful claims to regularization.

16. The appellants' consistent performance over their long tenures further solidifies their claim for regularization. At no point during their engagement did the respondents raise any issues regarding their competence or performance. On the contrary, their services were extended repeatedly over the years, and their remuneration, though minimal, was incrementally increased which was an implicit acknowledgment of their satisfactory performance. The respondents' belated plea of alleged unsatisfactory service appears to be an afterthought and lacks credibility.

17. As for the argument relating to educational qualifications, we find it untenable in the present context. The nature of duties the appellants performed—cleaning, sweeping, dusting, and gardening—does not inherently mandate formal educational prerequisites.

It would be unjust to rely on educational criteria that were never central to their engagement or the performance of their duties for decades. Moreover, the respondents themselves have, by their conduct, shown that such criteria were not strictly enforced in other cases of regularization. The appellants' long-standing satisfactory performance itself attests to their capability to discharge these functions, making rigid insistence on formal educational requirements an unreasonable hurdle."

20. It is well established that the decision in *Uma Devi (supra)* does not intend to penalize employees who have rendered long years of service fulfilling ongoing and necessary functions of the State or its instrumentalities. The said judgment sought to prevent backdoor entries and illegal appointments that circumvent constitutional requirements. However, where appointments were not illegal but possibly "irregular," and where employees had served continuously against the backdrop of sanctioned functions for a considerable period, the need for a fair and humane resolution becomes paramount. Prolonged, continuous, and unblemished service performing tasks inherently required on a regular basis can, over the time, transform what was initially ad-hoc or temporary into a scenario demanding fair regularization. In a recent judgement of this Court in *Vinod Kumar and Ors. Etc. Vs. Union of India & Ors.*, it was held that procedural formalities cannot be used to deny regularization of service to an employee whose appointment was termed "temporary" but has performed the same duties as performed by the regular employee over a considerable period in the capacity of the regular employee. The relevant paras of this judgement have been reproduced below: "

6. The application of the judgment in *Uma Devi (supra)* by the High Court does not fit squarely with the facts at hand, given the specific circumstances under which the appellants were employed and have continued their service. The reliance on procedural formalities at the outset cannot be used to perpetually deny substantive rights that have accrued over a considerable period through continuous service. Their promotion was based on a specific notification for vacancies and a subsequent circular, followed by a selection process involving written tests and interviews, which distinguishes their case from the appointments through back door entry as discussed in the case of *Uma Devi (supra)*.

7. The judgement in the case *Uma Devi (supra)* also distinguished between "irregular" and "illegal" appointments underscoring the importance of considering certain appointments even if were not made strictly in accordance with the prescribed Rules and Procedure, cannot be said to have been made illegally if they had followed the procedures of regular appointments such as conduct of written examinations or interviews as in the present case..."

21. The High Court placed undue emphasis on the initial label of the appellants' engagements and the outsourcing decision taken after their dismissal. Courts must look beyond the surface labels and consider the realities of employment: continuous, long-term service, indispensable duties, and absence of any mala fide or illegalities in their appointments. In that light, refusing regularization simply because their original terms did not explicitly state so, or because an outsourcing policy was belatedly introduced, would be contrary to principles of fairness and equity.

22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

23. The International Labour Organization (ILO), of which India is a founding member, has consistently advocated for employment stability and the fair treatment of workers. The ILO's Multinational Enterprises Declaration<sup>6</sup> encourages companies to provide stable employment and to observe obligations concerning employment stability and social International Labour Organization- Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy. It emphasizes that enterprises should assume a leading role in promoting employment security, particularly in contexts where job discontinuation could exacerbate long-term unemployment.

24. The landmark judgement of the United State in the case of *Vizcaino v. Microsoft Corporation* serves as a pertinent example from the private sector, illustrating the consequences of misclassifying employees to circumvent providing benefits. In this case, Microsoft classified certain workers as independent contractors, thereby denying them employee benefits. The U.S. Court of Appeals for the Ninth Circuit determined that these workers were, in fact, common-law employees and were entitled to the same benefits as regular employees. The Court noted that large Corporations have increasingly adopted the practice of hiring temporary employees or independent contractors as a means of avoiding payment of benefits, thereby increasing their profits. This judgment underscores the principle that

the nature of the work performed, rather than the label assigned to the worker, should determine employment status and the corresponding rights and benefits. It highlights the judiciary's role in rectifying such misclassifications and ensuring that workers receive fair treatment.

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long term obligations owed to employees. These practices manifest in several ways:

- **Misuse of "Temporary" Labels:** Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labeled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.
- **Arbitrary Termination:** Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.
- **Lack of Career Progression:** Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.
- **Using Outsourcing as a Shield:** Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.
- **Denial of Basic Rights and Benefits:** Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.

26. While the judgment in *Uma Devi* (supra) sought to curtail the practice of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted or misapplied to deny legitimate claims of long-serving employees. This judgment aimed to distinguish between "illegal" and "irregular" appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure. However, the laudable intent of the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claims of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities. Government departments often cite the judgment in *Uma Devi* (supra) to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgment of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.

In light of these considerations, in our opinion, it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale. By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody. This approach aligns with international standards and sets a positive precedent for the private sector to follow, thereby contributing to the overall betterment of labour practices in the country.

28. In view of the above discussion and findings, the appeals are allowed. The impugned orders passed by the High Court and the Tribunal are set aside and the original application is allowed to the following extent:

- i. The termination orders dated 27.10.2018 are quashed;
- ii. The appellants shall be taken back on duty forthwith and their services regularised forthwith. However, the appellants shall not be entitled to any pecuniary benefits/back wages for the period they have not worked for but would be entitled to continuity of services for the said period and the same would be counted for their post-retiral benefits. "

**Following observations of Hon'ble the Supreme Court in the case of SHRIPAL & ANR. VERSUS NAGAR NIGAM, GHAZIABAD WITH CIVIL APPEAL NOS. 8158-8179 OF 2024 are being reproduced as follows:-**

"It is manifest that the Appellant Workmen continuously rendered their services over several years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer's failure to furnish such records—despite directions to do so—allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavours perpetual daily-wage or contractual engagements in

circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite. “temporary” employment practices as done by a recent judgement of this court in *Jaggo v. Union of India* in the following paragraphs:

“22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations. ....

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:

.....  
 .....  
 16. The High Court did acknowledge the Employer's inability to justify these abrupt terminations. Consequently, it ordered re-engagement on daily wages with some measure of parity in minimum pay. Regrettably, this only perpetuated precariousness: the Appellant Workmen were left in a marginally improved yet still uncertain status. While the High Court recognized the importance of their work and hinted at eventual regularization, it failed to afford them continuity of service or meaningful back wages commensurate with the degree of statutory violation evident on record. 17. In light of these considerations, the Employer's discontinuation of the Appellant Workmen stands in violation of the most basic labour law principles. Once it is established that their services were terminated without adhering to Sections 6E and 6N of the U.P. Industrial Disputes Act, 1947, and that they were engaged in essential, perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of municipal budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen who have served continuously in de facto regular roles for an extended period.

18. The impugned order of the High Court, to the extent they confine the Appellant Workmen to future daily-wage engagement without continuity or meaningful back wages, is hereby set aside with the following directions:

I. The discontinuation of the Appellant Workmen's services, effected without compliance with Section 6E and Section 6N of the U.P. Industrial Disputes Act, 1947, is declared illegal. All orders or communications terminating their services are quashed. In consequence, the Appellant Workmen shall be treated as continuing in service from the date of their termination, for all purposes, including seniority and continuity in service.

II. The Respondent Employer shall reinstate the Appellant Workmen in their respective posts (or posts akin to the duties they previously performed) within four weeks from the date of this judgment. Their entire period of absence (from the date of termination until actual reinstatement) shall be counted for continuity of service and all consequential benefits, such as seniority and eligibility for promotions, if any.

III. Considering the length of service, the Appellant Workmen shall be entitled to 50% of the back wages from the date of their discontinuation until their actual reinstatement. The Respondent Employer shall clear the aforesaid dues within three months from the date of their reinstatement.

IV. The Respondent Employer is directed to initiate a fair and transparent process for regularizing the Appellant Workmen within six months from the date of reinstatement, duly considering the fact that they have performed perennial municipal duties akin to permanent posts. In assessing regularization, the Employer shall not impose educational or procedural criteria retroactively if such requirements were never applied to the Appellant Workmen or to similarly situated regular employees in the past. To the extent that sanctioned vacancies for such duties exist or are required, the Respondent Employer shall expedite all necessary administrative processes to ensure these longtime employees are not indefinitely retained on daily wages contrary to statutory and equitable norms.

19. In view of the above, the appeal(s) filed by the workmen are allowed, whereas the appeal(s) filed by the Nagar Nigam Ghaziabad are dismissed.

20. All pending applications stand disposed of.

No orders as to costs.”



**Learned Counsel for Management** had submitted that at present the vacant post of Parcel Porters have surrendered. He has referred to Office order 30.03.2023 issued by the Divisional Railway Manager Personnel which goes to show that 67 posts Assistant Parcel Porters have been surrendered. Since, this action has been done by Management of Railways during pendency of this case and without concurrence of this Tribunal it shall be subject to the outcome of the case.

**Hence, in the light of preposition** of law laid down by Hon'ble the Supreme Court in the cases referred the applicant workmen are held entitled to the relief for regularization as parcel porters.

On the basis of above discussion and findings the reference is answered as follows.

#### AWARD

*The demand of West Central Railway Parcel Porters Union, Jabalpur for regularization of Parcel Porters is held legal and justified. Keeping the act of Management of Railways in surrendering the posts of Assistant Parcel Porters vide communication mentioned above, in abeyance, they shall stand revived from the date of surrender. The Management of Railways is further directed to regularize the Applicant Parcel Porters list attached with the reference in the light of relevant Rules subject to their medical fitness/ sustainability, within three months from the date of publication of Award. The Regularization shall be effective from the date of reference, the applicants shall not be entitled to any pecuniary benefits/back wages for the period they have not worked for but would be entitled to continuity of services for the said period and the same would be counted for their post-retiral benefits. The Workmen are also held entitled to Rs. 50,000/- as cost of litigation.*

DATE:-27/02/2025

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2025

का.आ. 605.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड मौदा, नागपुर; प्रबंध निदेशक/महाप्रबंधक, मेसर्स/एलेकॉन ईपीसी प्रोजेक्ट लिमिटेड, मौदा, नागपुर; प्रबंधक, मेसर्स एसएस कंस्ट्रक्शन कंपनी, ठेकेदार, मौदा, नागपुर; प्रबंधक, मेसर्स एसएस कंस्ट्रक्शन कंपनी ठेकेदार, विवेकानंद नगर, मपका, बिलासपुर, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, पारसिवनी, नागपुर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या (Case No.CGIT/NGP/30/2020-21) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-96-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th April, 2025

**S.O. 605.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case No. CGIT/NGP/30/2020-21) of the **Central Government Industrial Tribunal-Cum-Labour Court, Nagpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Group General Manager, National Thermal Power Company Ltd., Mouda, Nagpur; The Managing Director/General Manager, M/s/ Elecon EPC Project Ltd., Mouda, Nagpur; The Manager, M/s S.S. Construction Co, Contractor, Mouda, Nagpur ;The Manager, M/s. S.S. Construction Co. Contractor, Vivekananda Nagar, Mapka, Bilaspur, and The President, Mouda Vij Prakalp Mazdoor Sangh, Parseoni, Nagpur**, which was received along with soft copy of the award by the Central Government on 15.04.2025.

[No. L-42025-07-2025-96- IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### **BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,**

#### **CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/30/2020-21

Date: 21.03.2025.

#### **Party No.1:**

- 1) The Group General Manager,  
National Thermal Power Company Ltd.  
Mouda Post. & Tah. Mouda,  
Distt – Nagpur-441104.

2) The Managing Director/General Manager,

M/s / Elecon EPC Project Ltd.,

N.T.P.C. Mouda, Tah. Mouda,

Distt-Nagpur – 441104 (M.S)

3) The Manager,

M/s S.S. Construction Co, Contractor,

N.T.P.C. Mouda, Tah, Mouda,

Distt-Nagpur – 441104 (M.S).

4) The Manager,

M/s. S.S. Construction Co. Contractor,

Second address: Plot No. 47,

Vivekananda Nagar, Mapka,

Bilaspur – 495009 (C.G.).

V/s.

**Party No.2:**

The President,

Mouda Vij Prakalp Mazdoor Sangh,

House of Shri Prem Rodekar,

Tarsa Road, Kanhan, Tah. Parseoni,

Distt-Nagpur-441404.

**AWARD**

(Dated: 21<sup>st</sup> March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of N.T.P.C. and their workman Shri. Amarkanth Laxman Sathavane for adjudication, as per letter **No. N-8(29)/2020-ID/IR dated 27.10.2020**, with the following schedule:-

**“Whether the action of (1) The Managing Director/General Manager, M/s Elecon EPC Project Ltd. N.T.P.C. Mouda, Tah. Mouda, Distt-Nagpur (2) The Manager M/s S.S. Construction Co. Contractor, N.T.P.C Mouda, Tah. Mouda Distt-Nagpur & second address: Plot No. 47, Vivekananda Nagar, Mapka, Bilaspur in terminating the service of Shri Amarkanth Laxman Sathavne w.e.f. 10/04/2017 are just fair & legal? If not, to what relief the workman is entitled to?”**

2. Case is called out. Both the parties are absent. Both parties are not responding and attending the Court since 16/02/2021 i.e. near about four years. Petitioner has not filed his statement of claim till date. Although the respondent has filed his reply on 11/11/2021 but now, both the parties are not attending the Court since long back. It appears that petitioner is not interested to contest the case further more. No evidence has been adduced on behalf of petitioner to prove the contents of the claim. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

**ORDER**

**The action of (1) The Managing Director/General Manager, M/s Elecon EPC Project Ltd. N.T.P.C. Mouda, Tah. Mouda, Distt-Nagpur (2) The Manager M/s S.S. Construction Co. Contractor, N.T.P.C Mouda, Tah. Mouda Distt-Nagpur & second address: Plot No. 47, Vivekananda Nagar, Mapka, Bilaspur in terminating the service of Shri Amarkanth Laxman Sathavne w.e.f. 10/04/2017 are just fair & legal. The workman is not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2025

**का.आ. 606.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड मौदा, नागपुर; प्रबंध निदेशक/महाप्रबंधक, मेसर्स के.पी. कंस्ट्रक्शन्स, इंजीनियर्स एण्ड कॉन्ट्रैक्टर्स, राजकिशोर नगर, बिलासपुर, (छ.ग.), के प्रबंधतंत्र के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, पारसिवनी, नागपुर, के बीच अनुबंध में निर्दिष्ट केंद्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या (Case No.CGIT/NGP/34/2020-21) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-97-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th April, 2025

**S.O. 606.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case No. CGIT/NGP/34/2020-21) of the **Central Government Industrial Tribunal-Cum-Labour Court, Nagpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Group General Manager, National Thermal Power Company Ltd.,Mouda, Nagpur; The Managing Director/General Manager, M/s K.P. Constructions, Engineers & Contractors, Rajkishore Nagar, Bilaspur, (C.G), and The President, Mouda Vij Prkalp Mazdoor Sangh, Parseoni, Nagpur**, which was received along with soft copy of the award by the Central Government on 15.04.2025.

[No. L-42025-07-2025-97- IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE****BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,****CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/34/2020-21

Date: 21.03.2025.

**Party No.1:**

- 1) The Group General Manager,  
National Thermal Power Company Ltd.,  
Mouda Post. & Tah. Mouda,  
Distt-Nagpur-441104.
- 2) The Managing Director/General Manager,  
M/s K.P. Constructions,  
Engineers & Contractors,  
Plot No. N-278 B, Phase-II  
Rajkishore Nagar, Bilaspur (CG)

V/s.

**Party No.2:**

The President,  
Mouda Vij Prkalp Mazdoor Sangh,  
House of Shri Prem Rodekar,  
Tarsa Road, Kanhan, Tah. Parseoni,  
Distt-Nagpur-441404.

**AWARD**(Dated: 21<sup>st</sup> March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of N.T.P.C. and their workmen Shri. Ashwin Khemraj

Kheregade, Shri Keshav Domaji Kawle & Shri Sandip Shivaji Nimbalkar for adjudication, as per letter No. N-8(18)/2020-ID/IR dated 27.10.2020, with the following schedule:-

“Whether the action of management The Managing Director/General Manager, M/s K.P. Constructions, Engineers & Contractors, Plot No. N-278 B, Phase-II, Rajkishore Nagar, Bilaspur (C.G) in terminating the service of Shri Ashwin Khemraj Kheregade, Shri Keshav Domaji Kawle & Shri Sandip Shivaji Nimbalkar w.e.f. 23/02/2016 are just fair & legal? If not to what relief the workman Shri Ashwin Khemraj Kheregade, Shri Keshav Domaji Kawale & Shri Sandip Shivaji Nimbalkar are entitled to?”

2. Case is called out. Both the parties are absent. From perusal of record, it is apparent that notices issued to petitioner have been served personally but petitioner is not attending the Court since very beginning of the case. No statement of claim has been filed by the petitioner till today. Although respondent had appeared before the Court and filed his reply on 11/11/2021 which is on record. Petitioner is not attending the Court after service of notice. Hence it appears that he is not interested to contest the case further more. No evidence has been given to prove the case of the petitioner. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

### ORDER

The action of management The Managing Director/General Manager, M/s K.P. Constructions, Engineers & Contractors, Plot No. N-278 B, Phase-II, Rajkishore Nagar, Bilaspur (C.G) in terminating the service of Shri Ashwin Khemraj Kheregade, Shri Keshav Domaji Kawle & Shri Sandip Shivaji Nimbalkar w.e.f. 23/02/2016 are just fair & legal. The workmen are not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2025

का.आ. 607.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, मौदा, नागपुर; प्रबंध निदेशक/महाप्रबंधक, मेसर्स एबीसी इंजीनियरिंग वर्क्स, मौदा, नागपुर; निदेशक, मेसर्स एबीसी इंजीनियरिंग वर्क्स, पेद्दापल्ली, (आंध्र प्रदेश); निदेशक, मेसर्स मुनेश्वर नवीन कंस्ट्रक्शन, कहलगांव, (बिहार), के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, पारसिवनी, नागपुर, के बीच अनुबंध में निर्दिष्ट केंद्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या (Case No.CGIT/NGP/36/2020-21) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-98-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th April, 2025

S.O. 607.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case No. CGIT/NGP/36/2020-21) of the Central Government Industrial Tribunal-Cum-Labour Court, Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Group General Manager, National Thermal Power Company Ltd., Mouda, Nagpur; The Managing Director/General Manager, M/s ABC Engineering Works, Mouda, Nagpur; The Director, M/s ABC Engineering Works, Peddapalli, (A.P.); The Director, M/s. Muneshwar Navin Construction, Kahalgaoon, (Bihar), and The President, Mouda Vij Prkalp Mazdoor Sangh, Parseoni, Nagpur, which was received along with soft copy of the award by the Central Government on 15.04.2025.

[No. L-42025-07-2025-98- IR (DU)]

DILIP KUMAR, Under Secy.

### ANNEXURE

#### **BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,** **CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/36/2020-21

Date: 21.03.2025.

#### **Party No.1:**

1) The Group General Manager,  
National Thermal Power Company Ltd.,

Mouda Post. & Tah. Mouda,  
Distt-Nagpur-441104.  
2) The Managing Director/General Manager,  
M/s ABC Engineering Works,  
N.T.P.C. Mouda, Tah. Mouda,  
Distt-Nagpur – 441104.  
3) The Director,  
M/s ABC Engineering Works,  
H.No. 2-85, PO Kundanpalli, Ramagundam,  
Distt-Peddapalli-505208 (A.P.).  
4) The Director,  
M/s Muneshwar Navin Construction,  
Head Office: Type-II Q.No. 158,  
TTS, NTPC,  
Kahalgaoon, Pin-813214 (Bihar).  
V/s.

**Party No. 2:**

The President,  
Mouda Vij Prkalp Mazdoor Sangh,  
House of Shri Prem Rodekar,  
Tarsa Road, Kanhan, Tah. Parseoni,  
Distt-Nagpur-441404.

**AWARD**(Dated: 21<sup>st</sup> March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of N.T.P.C. and their workmen Shri Manik Mahadev Gajbhiye & Shri Nitesh Lutaramji Bawankhule for adjudication, as per letter **No. N-8(22)/2020-ID/IR dated 27.10.2020**, with the following schedule:-

**"Whether the action of management (1) The Managing Director/General Manager, M/s. ABC Engineering Works, N.T.P.C. Mouda, Tah Mouda, Distt-Nagpur-441104, The Director, M/s. ABC Engineering Works, H. No. 2-85, PO Kundanpalli, Ramagundam, Distt-Peddapalli – 505 208 (A.P.) The Director & M/s Muneshwar Navin Construction, Head Office: Type-II Q.No. 158, TTS, NTPC, Kahalgaoon, Pin-813214 (Bihar) in terminating the service of Shri Manik Mahadev Gajbhiye & Shri Nitesh Lutaram Bawankule 01 other w.e.f. 04/09/2017 are just fair & legal? If not, to what relief the said workmen are entitled to?"**

2. Case is called out. Both the parties are absent. From perusal of record, it is apparent that notices issued to petitioner have been served personally but petitioner is not attending the Court since very beginning of the case. No statement of claim has been filed by the petitioner till today. Although respondent had appeared before the Court and filed his reply on 11/11/2021 which is on record. Petitioner is not attending the Court after service of notice. Hence it appears that he is not interested to contest the case further more. No evidence has been given to prove the case of the petitioner. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

**ORDER**

**The action of management (1) The Managing Director/General Manager, M/s ABC Engineering Works, N.T.P.C. Mouda, Tah Mouda, Distt-Nagpur-441104, The Director, M/s ABC Engineering Works, H.No. 2-85, PO Kundanpalli, Ramagundam, Distt-Peddapalli-505 208 (A.P.) The Director & M/s. Muneshwar Navin Construction, Head Office: Type-II Q. No. 158, TTS, NTPC, Kahalgaoon, Pin-813214 (Bihar) in terminating the service of Shri Manik Mahadev Gajbhiye & Shri Nitesh Lutaram Bawankule 01 other w.e.f. 04/09/2017 are just fair & legal. The workmen are not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2025

**का.आ. 608.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, मौदा, नागपुर; प्रबंध निदेशक/महाप्रबंधक, मेसर्स यूटिलिटी पावरटेक लिमिटेड, (यूपीएल), मौदा, नागपुर; प्रबंधक, मेसर्स ओम साई इंफ्रा, ठेकेदार, मौदा, नागपुर; प्रबंधक, मेसर्स ए.के. एंटरप्राइजेज, मौदा, नागपुर; श्री आर.बी. नामवरे, ठेकेदार, मौदा, नागपुर, प्रबंधक, मेसर्स आनंद एंटरप्राइजेज, ठेकेदार, मौदा, नागपुर; प्रबंधक, मेसर्स बिपिन कुमार, ठेकेदार, मौदा, नागपुर, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, पारसिवनी, नागपुर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या (Case No.CGIT/NGP/37/2020-21) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-99-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th April, 2025

**S.O. 608.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Case No. CGIT/NGP/37/2020-21**) of the **Central Government Industrial Tribunal-Cum-Labour Court, Nagpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Group General Manager, National Thermal Power Company Ltd., Mouda, Nagpur; The Managing Director/General Manager, M/s Utility Powertech Limited, (UPL), Mouda, Nagpur, The Manager, M/s Om Sai Infra, Contractor, Mouda, Nagpur; The Manager, M/s A.K. Enterprises, Mouda, Nagpur; Shri R.B. Namawre, Contractor, Mouda, Nagpur, The Manager, M/s Anand Enterprises, Contractor, Mouda, Nagpur; The Manager, M/s Bipin Kumar, Contractor, Mouda, Nagpur, and The President, Mouda Vij Prkalp Mazdoor Sangh, Parseoni, Nagpur**, which was received along with soft copy of the award by the Central Government on 15.04.2025.

[No. L-42025-07-2025-99- IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### **BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,**

#### **CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/37/2020-21

Date: 21.03.2025.

#### **Party No.1:**

- 1) The Group General Manager,  
National Thermal Power Company Ltd.,  
Mouda Post. & Tah. Mouda,  
Distt-Nagpur-441104.
- 2) The Managing Director/General Manager,  
M/s Utility Powertech Limited, (UPL),  
Mouda Site Office: Qtr. No. A-13,  
Block No. 7, Utkarsh Nagar, N.T.P.C. Township,  
N.T.P.C. Ltd., Mouda Ramtek Road,  
Post. Mouda, Tah. Mouda, Distt- Nagpur-441104.
- 3) The Manager,  
M/s Om Sai Infra, Contractor, N.T.P.C. Mouda,  
Tah Mouda, Distt- Nagpur-440011.

- 4) The Manager,  
M/s A.K. Enterprises, N.T.P.C. Mouda,  
Tah. Mouda, Distt-Nagpur-441104.
- 5) Shri R.B. Namawre, Contractor, N.T.P.C Mouda  
Tah. Mouda, Distt Nagpur-440011.
- 6) The Manager,  
M/s Anand Enterprises, Contractor,  
N.T.P.C. Mouda, Distt-Nagpur-441104.
- 7) The Manager,  
M/s Bipin Kumar, Contractor,  
NTPC Mouda, Distt-Nagpur-441104.

V/s.

**Party No. 2:**

The President,  
Mouda Vij Prakalp Mazdoor Sangh,  
House of Shri Prem Rodekar,  
Tarsa Road, Kanhan, Tah. Parseoni,  
Distt- Nagpur-441404.

**AWARD**

(Dated: 21<sup>st</sup> March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of N.T.P.C. and their workman Shri Sanjay Narayan Sathavne for adjudication, as per letter No. N-8(24)/2020-ID/IR dated 27.10.2020, with the following schedule:-

**"Whether the action of management (1) The Managing Director/General Manager, M/s Utility Powertech Limited, (UPL) Mouda Site Office: Qtr No. A-13, Block No. 7, Utkarsh Nagar, N.T.P.C. Township, N.T.P.C. Ltd., Mouda Ramtek Road, Post, Mouda, Tah. Mouda, Distt-Nagpur-441 104 (2) The Manager, M/s Om Sai Infra. Contractor, N.T.P.C Mouda, Tah. Mouda, Distt- Nagpur 0441104, (3) The Manager, M/s A.K. Enterprises, N.T.P.C. Mouda, Tah. Mouda, Distt- Nagpur-441104 (4) Shri R.B. Namawre, Contractor, N.T.P.C. Mouda Tah. Mouda, Distt-Nagpur-441104 (5) The Manager, M/s Anand Enterprises, Contractor, N.T.P.C. Mouda, Distt-Nagpur-441104 (6) The Manager, M/s Bipin Kumar, Contractor, N.T.P.C. Mouda, Distt- Nagpur 441104 in terminating the service of Shri Sanjay Narayan Sathavne w.e.f. 21/07/2017 are just & legal? If not, to what relief the workman is entitled to?"**

2. Case is called out. Both the parties are absent. Petitioner is not responding and attending the Court since 16/02/2021 i.e. near about four years. Petitioner has not filed his statement of claim till date. Although the respondent has filed his reply on 11/11/2021 but now, both the parties are not attending the Court since long back. It appears that petitioner is not interested to contest the case further more. No evidence has been adduced on behalf of petitioner to prove the contents of the claim. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

**ORDER**

**The action of management (1) The Managing Director/General Manager, M/s Utility Powertech Limited, (UPL) Mouda Site Office: Qtr No. A-13, Block No. 7, Utkarsh Nagar, N.T.P.C. Township, N.T.P.C. Ltd., Mouda Ramtek Road, Post, Mouda, Tah. Mouda, Distt-Nagpur-441 104 (2) The Manager, M/s Om Sai Infra. Contractor, N.T.P.C Mouda, Tah. Mouda, Distt- Nagpur 0441104, (3) The Manager, M/s A.K. Enterprises, N.T.P.C. Mouda, Tah. Mouda, Distt- Nagpur-441104 (4) Shri R.B. Namawre, Contractor, N.T.P.C. Mouda Tah. Mouda, Distt-Nagpur-441104 (5) The Manager, M/s Anand Enterprises, Contractor, N.T.P.C. Mouda, Distt-Nagpur-441104 (6) The Manager, M/s Bipin Kumar, Contractor, N.T.P.C. Mouda, Distt- Nagpur 441104 in terminating the service of Shri Sanjay Narayan Sathavne w.e.f. 21/07/2017 are just & legal. The workman is not entitled to any relief.**

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer



नई दिल्ली, 15 अप्रैल, 2025

**का.आ. 609.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, मौदा, नागपुर; प्रबंध निदेशक/महाप्रबंधक, मेसर्स यूटिलिटी पावरटेक लिमिटेड, (यूपीएल), मौदा, नागपुर; प्रबंधक, मेसर्स के.पी. कंस्ट्रक्शन, ठेकेदार, मौदा, नागपुर; प्रबंधक, मेसर्स पी.जे एसोसिएट्स, ठेकेदार, मौदा, नागपुर, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, पारसिवनी, नागपुर, के बीच अनुबंध में निर्दिष्ट केंद्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या (Case No.CGIT/NGP/38/2020-21) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-100-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th April, 2025

**S.O. 609.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case No. CGIT/NGP/38/2020-21) of the Central Government Industrial Tribunal-Cum-Labour Court, Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Group General Manager, National Thermal Power Company Ltd., Mouda, Nagpur; The Managing Director/General Manager, M/s Utility Powertech Limited, (UPL), Mouda, Nagpur ; The Manager, M/s K.P. Construction, Contractor, Mouda, Nagpur; The Manager, M/s P.J Associates, Contractor, Mouda, Nagpur, and The President, Mouda Vij Prakash Mazdoor Sangh, Parseoni, Nagpur, which was received along with soft copy of the award by the Central Government on 15.04.2025.

[No. L-42025-07-2025-100- IR (DU)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### **BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,**

#### **CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/38/2020-21

Date: 21.03.2025.

#### **Party No.1:**

- 1) The Group General Manager,  
National Thermal Power Company Ltd.,  
Mouda Post. & Tah. Mouda,  
Distt-Nagpur-441104.
- 2) The Managing Director/General Manager,  
M/s Utility Powertech Limited, (UPL),  
Mouda Site Office: Qtr. No. A-13,  
Block No. 7, Utkarsh Nagar, N.T.P.C. Township,  
N.T.P.C. Ltd., Mouda Ramtek Road,  
Post. Mouda, Tah. Mouda, Distt- Nagpur-441104.
- 3) The Manager,  
M/s K.P. Construction, Contractor, N.T.P.C. Mouda,  
Tah, Mouda, Diatt-Nagpur-441104.
- 4) The Manager,  
M/s P.J Associates, Contractor, Regig. Office:  
Village Isapur, Utkarsh Nagar, Near N.T.P.C.

Colony Post.: Babdeo, Tah. Mouda,  
Distt-Nagpur-441104.

V/s.

**Party No. 2:**

The President,  
Mouda Vij Prkalp Mazdoor Sangh,  
House of Shri Prem Rodekar,  
Tarsa Road, Kanhan, Tah. Parseoni,  
Distt- Nagpur-441404.

**AWARD**

(Dated: 21<sup>st</sup> March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of N.T.P.C. and their workman Vinod Kawduji Mangar for adjudication, as per letter No. N-8(25)/2020-ID/IR dated 27.10.2020, with the following schedule:-

**"Whether the action of (1) The Managing Director/General Manager, M/s Utility Powertech Limited, (UPL) Mouda Site Office: Qtr No. A-13, Block No. 7, Utkarsh Naga, N.T.P.C. Township, N.T.P.C. Ltd. Mouda Ramtek Road, Post. Mouda, Tah. Mouda, Distt-Nagpur-441104 (2) The Manager M/s K.P Construction, Contractor, NTPC Mouda, Tah. Mouda, Distt-Nagpur (3) The Manager, M/s P.J. Associates, Contractor, N.T.P.C., Mouda, Tah. Mouda, Distt- Nagpur in terminating the service of Shri Vinod Kawduji Manager w.e.f. 13/02/2017 is just fair & legal? If not, to what relief the above said workman is entitled to?"**

2. Case is called out. Both the parties are absent. Petitioner is not responding and attending the Court since 16/02/2021 i.e. near about four years. Petitioner has not filed his statement of claim till date. Although the respondent has filed his reply on 11/11/2021 but now, both the parties are not attending the Court since long back. It appears that petitioner is not interested to contest the case further more. No evidence has been adduced on behalf of petitioner to prove the contents of the claim. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

**ORDER**

The action of (1) The Managing Director/General Manager, M/s Utility Powertech Limited, (UPL) Mouda Site Office: Qtr No. A-13, Block No. 7, Utkarsh Naga, N.T.P.C. Township, N.T.P.C. Ltd. Mouda Ramtek Road, Post. Mouda, Tah. Mouda, Distt-Nagpur-441104 (2) The Manager M/s K.P Construction, Contractor, NTPC Mouda, Tah. Mouda, Distt-Nagpur (3) The Manager, M/s P.J. Associates, Contractor, N.T.P.C., Mouda, Tah. Mouda, Distt- Nagpur in terminating the service of Shri Vinod Kawduji Manager w.e.f. 13/02/2017 is just fair & legal. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2025

**का.आ. 610.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समूह महाप्रबंधक, नेशनल थर्मल पावर कंपनी लिमिटेड, मौदा, नागपुर; प्रबंध निदेशक, मेसर्स कृष्णा इंजीनियरिंग वर्क्स, मौदा, नागपुर, प्रबंध निदेशक एवं प्रधान कार्यालय, मेसर्स कृष्णा इंजीनियरिंग वर्क्स, विंध्यनगर, सिंगरौली (म.प्र.); प्रबंधक, मेसर्स एस. रत्नम कंस्ट्रक्शन, मौदा, नागपुर, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, पारसिवनी, नागपुर, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या (Case No.CGIT/NGP/39/2020-21) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।**

[सं. एल - 42025-07-2025-101-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th April, 2025

**S.O. 610.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Case No. CGIT/NGP/39/2020-21**) of the **Central Government Industrial Tribunal-Cum-Labour Court, Nagpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Group General Manager, National Thermal Power Company Ltd., Mouda, Nagpur; The Managing Director, M/s Krishna Engineering Works, Mouda, Nagpur, The Managing Director & Head Office, M/s Krishna Engineering Works, Vindhyanagar, Singruali (M.P); The Manager, M/s S. Ratnam Construction, Mouda, Nagpur, and The President, Mouda Vij Prakalp Mazdoor Sangh, Parseoni, Nagpur**, which was received along with soft copy of the award by the Central Government on 15.04.2025.

[No. L-42025-07-2025-101- IR (DU)]

DILIP KUMAR, Under Secy.

**ANNEXURE**

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,**

**CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/39/2020-21

Date: 21.03.2025.

**Party No.1:**

- 1) The Group General Manager,  
National Thermal Power Company Ltd.,  
Mouda Post. & Tah. Mouda,  
Distt. Nagpur-441104.
- 2) The Managing Director,  
M/s Krishna Engineering Works,  
Stage, Stage-2, N.T.P.C. Mouda,  
Tah. Mouda, Distt- Nagpur.
- 3) The Managing Director & Head Office,  
M/s Krishna Engineering Works,  
NH-III-A-145, Vindhyanagar,  
PO Vindhyanagar, Distt- Singruali (MP).
- 4) The Manager,  
M/s S. Ratnam Construction,  
Stage 1, Stage-2 N.T.P.C Mouda,  
Tah. Mouda, Distt-Nagpur.

V/s.

**Party No. 2:**

The President,  
Mouda Vij Prakalp Mazdoor Sangh,  
House of Shri Prem Rodekar,  
Tarsa Road, Kanhan, Tah. Parseoni,  
Distt. Nagpur-441404.

**AWARD**

(Dated: 21<sup>st</sup> March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of N.T.P.C. and their workman Shri Dhanraj Chaitu Patil for adjudication, as per letter **No. N-8(26)/2020-ID/IR dated 27.10.2020**, with the following schedule:-

“Whether the action of (1) The Managing Director, M/s Krishna Engineering Works, Stage, Stage-2, N.T.P.C. Mouda, Tah. Mouda, Distt-Nagpur & Head Office: NH-III-A-145, Vindhyanagar, PO Vindhyanagar, Distt-Singrauli (MP), (2) The Manager, M/s S. Ratnam Construction, Stage 1, Stage-2, N.T.P.C. Mouda, Tah. Mouda, Distt-Nagpur in terminating the service of Shri Dhanraj Chaitu Patil w.e.f. 15/01/2018 are just fair & legal? If not, to what relief the workman is entitled to?”

2. Case is called out. Both the parties are absent. Both parties are not responding and attending the Court since 16/02/2021 i.e. near about four years. Petitioner has not filed his statement of claim till date. Although the respondent has filed his reply on 11/11/2021 but now, both the parties are not attending the Court since long back. It appears that petitioner is not interested to contest the case further more. No evidence has been adduced on behalf of petitioner to prove the contents of the claim. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

### **ORDER**

The action of (1) The Managing Director, M/s Krishna Engineering Works, Stage, Stage-2, N.T.P.C. Mouda, Tah. Mouda, Distt-Nagpur & Head Office: NH-III-A-145, Vindhyanagar, PO Vindhyanagar, Distt-Singrauli (MP), (2) The Manager, M/s S. Ratnam Construction, Stage 1, Stage-2, N.T.P.C. Mouda, Tah. Mouda, Distt-Nagpur in terminating the service of Shri Dhanraj Chaitu Patil w.e.f. 15/01/2018 are just fair & legal. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2025

का.आ. 611.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंध निदेशक, मेसर्स वेंकट दुर्गा इंजीनियरिंग ठेकेदार, मौदा, नागपुर; प्रबंध निदेशक, मेसर्स वेंकट दुर्गा इंजीनियरिंग ठेकेदार, परवाड़ा, विशाखापत्तनम; प्रबंधक, मेसर्स नेहा कंस्ट्रक्शन, ठेकेदार, कैम्पटी, नागपुर; प्रबंधक, मेसर्स रतन कंस्ट्रक्शन, ठेकेदार, मौदा, नागपुर, के प्रबंधतंत्र के संबद्ध नियोजकों और अध्यक्ष, मौदा विज प्रकल्प मजदूर संघ, पारसिवनी, नागपुर, के बीच अनुबंध में निर्दिष्ट केंद्रीय सरकार औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय, नागपुर, पंचाट (संदर्भ संख्या (Case No.CGIT/NGP/40/2020-21) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल - 42025-07-2025-102-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th April, 2025

S.O. 611.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case No. CGIT/NGP/40/2020-21) of the Central Government Industrial Tribunal-Cum-Labour Court, Nagpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Managing Director, M/s Venkata Durga Engineering Contractor, Mouda, Nagpur; The Managing Director, M/s Venkata Durga Engineering Contractor, Parawada, Vishakhapatnam; The Manager, M/s Neha Construction, Contractor, Kamptee, Nagpur; The Manager, M/s Rattan Construction, Contractor, Mouda, Nagpur, and The President, Mouda Vij Prkalp Mazdoor Sangh, Parseoni, Nagpur, which was received along with soft copy of the award by the Central Government on 15.04.2025.

[No. L-42025-07-2025-102- IR (DU)]

DILIP KUMAR, Under Secy.

### **ANNEXURE**

**BEFORE SHRI SHIV SHANKER PRASAD PRESIDING OFFICER,**

**CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/40/2020-21

Date: 21.03.2025.

**Party No.1:**

1) The Group General Manager,  
National Thermal Power Company Ltd.,

Mouda Post. & Tah. Mouda,

Distt. Nagpur-441104.

2) The Managing Director,

M/s Venkata Durga Engineering Contractor,

Stage-1, Stage-2. N.T.P.C. Mouda,

Tah. Mouda, Distt-Nagpur-441104.

3) The Managing Director,

M/s Venkata Durga Engineering Contractor,

And second address : D No. 7-7, Parawada,

Vishakhapatnam.

4) The Manager,

M/s Neha Construction, Contractor,

Regd. Office : Plot No. 203,

Near Church, Cantt Area,

Gora Bazar, Kamptee, Distt- Nagpur.

5) The Manager,

M/s Rattan Construction, Contractor,

Stage 1, Stage-2, N.T.P.C. Mouda,

Tah. Mouda, Distt. Nagpur.

V/s.

**Party No. 2:**

The President,

Mouda Vij Prkalp Mazdoor Sangh,

House of Shri Prem Rodekar,

Tarsa Road, Kanhan, Tah. Parseoni,

Distt. Nagpur-441404.

**AWARD**

(Dated: 21<sup>st</sup> March, 2025)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of N.T.P.C. and their workman Shri Sheshrao Maroti Padole for adjudication, as per letter **No. N-8(27)/2020-ID/IR dated 27.10.2020**, with the following schedule:-

**"Whether the action of (1) The Managing Director, M/s Venkata Durga Engineering Contractor, Stage-1, Stage-2, N.T.P.C. Mouda, Tah. Mouda, Distt- Nagpur and second address: D No. 7-7, Parawada, Vishakhapatnam, (2) The Manager, M/s Neha Construction, Contractor, Regd. Office : Plot No. 203, Near Church, Cantt Area, Gora Bazar, Kamptee, Distt-Nagpur, (3) The Manager, M/s Rattan Construction, Contractor, Stage 1, Stage-2, N.T.P.C. Mouda, Tah. Mouda, Distt-Nagpur in terminating the service of Shri Sheshrao Maroti Padole w.e.f. 21/01/2018 are just fair & legal? If not, to what relief the workman is entitled to?"**

2. Case is called out. Both the parties are absent. From perusal of record, it is apparent that notices issued to petitioner have been served personally but petitioner is not attending the Court since very beginning of the case. No statement of claim has been filed by the petitioner till today. Although respondent had appeared before the Court and filed his reply on 11/11/2021 which is on record. Petitioner is not attending the Court after service of notice. Hence it appears that he is not interested to contest the case further more. No evidence has been given to prove the case of the petitioner. Claim of the petitioner is not proved. So, it is closed.

Hence, it is ordered:

**ORDER**

**The action of (1) The Managing Director, M/s Venkata Durga Engineering Contractor, Stage-1, Stage-2, N.T.P.C. Mouda, Tah. Mouda, Distt- Nagpur and second address : D No. 7-7, Parawada,**

Vishakhapatnam, (2) The Manager, M/s Neha Construction, Contractor, Regd. Office : Plot No. 203, Near Church, Cantt Area, Gora Bazar, Kamptee, Distt-Nagpur, (3) The Manager, M/s Rattan Construction, Contractor, Stage 1, Stage-2, N.T.P.C. Mouda, Tah. Mouda, Distt-Nagpur in terminating the service of Shri Sheshrao Maroti Padole w.e.f. 21/01/2018 are just fair & legal. The workman is not entitled to any relief.

Justice (Retd.) SHIV SHANKER PRASAD, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2025

का.आ. 612.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री संजीव कुमार और श्री संगीत कुमार, कामगार, संगीता ब्रदर्स, फाजिल्का ; श्री जोगिंदर सिंह मैनेजर ऑपरेशन, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, जस्सी चौक के पास, बठिंडा; भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, जस्सी चौक के पास, बठिंडा, के प्रबंधन के संबद्ध नियोजकों और श्री गुरविंदर सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, चंडीगढ़, पंचाट (संदर्भ संख्या 89/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल - 16025/04/2025-आई आर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th April, 2025

S.O. 612.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 89/2019) of the Central Government Industrial Tribunal cum Labour Court-1, Chandigarh, as Shri Sanjeev Kumar and Shri Sangeet Kumar, Worker, through Sangeeta Brothers, Fazilka; Shri Joginder Singh Manager Operation, Bharat Petroleum Corporation Ltd., Near Jassi Chowk, Bathinda; Bharat Petroleum Corporation Ltd., Near Jassi Chowk, Bathinda, and Shri Gurvinder Singh, Worker, which was received along with soft copy of the award by the Central Government on 15.04.2025.

[No. L-16025/04/2025-IR (M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. J.K. Tripathi, Presiding Officer.

ID No. 89/2019

Sh. Gurvinder Singh S/o Sh. Angrej Singh, R/o Village Tarkhan Wala, Tehsil Malout, District Sri Muktsar Sahib.

.....Workman

Versus

1. Sangeeta Brothers, near ITI Petrol Pump, Fazilka through its partners Sanjeev Kumar and Sangeet Kumar.
2. Joginder Singh Manager Operation, Bharat Petroleum Corporation Ltd. Mansa Road, Near Jassi Chowk, Bathinda.
3. Bharat Petroleum Corporation Ltd. Mansa Road, Near Jassi Chowk, Bathinda.

.....Respondents

#### Award

Passed on:-13.03.2023

1. The workman Gurvinder Singh has directly filed this claim petition under Section 2-A of the Industrial Dispute Act 1947(hereinafter called the Act), alleging therein that the workman was employed as Driver with the respondent on their tanker since 1999 and was drawing a salary of Rs. 7500/- per month. The workman was also an EPF Subscriber and regular contributions to the EPF were being paid by the workman and the respondents. On 31.10.2016 when the workman went to perform his duty, the respondents did not allowed the workman to perform his duty by saying that the services of the workman have been terminated w.e.f. 31.10.2016. The services of the workman have been terminated illegally, wrongfully, arbitrarily and with mala fide intention without any notice, serving any charge-

sheet, enquiry or compensation as required under Section 25-F of the ID Act which is the clear cut violation of the provisions of ID Act. The workman has been continuously working since 1999 and thus have worked for more than 240 days in all the calendar years upto the illegal termination on 31.10.2016. The respondents have retained the juniors to the workman in service and even new persons have been recruited. The workman is still unemployed after his termination by the respondents despite his best efforts to get employment. It is therefore, prayed that the services of the workman may kindly be reinstated with continuation of service with full back wages.

2. Respondents has not filed any written statement.

3. On 13.03.2023 during the pendency of the proceedings before this Tribunal, Sh. DPS Joura, Ld. AR of workman has filed an application, alleging therein that as per the instruction of the workman he wants to withdraw his case as the matter has been amicably settled between the parties. For that reason he wants to withdraw the case on behalf of workman. His statement in this regard has been recorded separately. Since a settlement has been arrived at between the parties, there is no need to proceed with the matter further.

4. It is now well settled position in law that any settlement arrived at between the parties is legally binding upon both the parties in terms of the provisions of Section 18 of the Industrial Disputes Act, 1947. In view of the application moved by Sh. DPS Joura, Ld. AR of workman, the present case is dismissed as settled. The application moved as well as the statement made by Sh. DPS Joura, Ld. AR of workman shall remain the integral part of the Award. File after completion be consigned in the record room.

5. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

J. K. TRIPATHI, Presiding Officer

नई दिल्ली, 15 अप्रैल, 2025

**का.आ. 613.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री संजीव कुमार और श्री संगीत कुमार, कामगार, संगीता ब्रदर्स, फाजिल्का; श्री जोगिंदर सिंह मैनेजर ऑपरेशन, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, जस्सी चौक के पास, बठिंडा; भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, जस्सी चौक के पास, बठिंडा, के प्रबंधन के संबद्ध नियोजकों और श्री प्रकाश सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, चंडीगढ़, पंचाट (संदर्भ संख्या 90/2019) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 15.04.2025 को प्राप्त हुआ था।

[सं. एल 16025/04/2025-आई आर (एम)]

दिलीप कुमार, अवर सचिव

New Delhi, the 15th April, 2025

**S.O. 613.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 90/2019) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh**, as **Shri Sanjeev Kumar and Shri Sangeet Kumar, Worker, through Sangeeta Brothers, Fazilka; Shri Joginder Singh Manager Operation, Bharat Petroleum Corporation Ltd., Near Jassi Chowk, Bathinda; Bharat Petroleum Corporation Ltd., Near Jassi Chowk, Bathinda, and Shri Parkash Singh, Worker**, which was received along with soft copy of the award by the Central Government on 15.04.2025.

[No. L-16025/04/2025- IR (M)]

DILIP KUMAR, Under Secy.

#### ANNEXURE

**In the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh.**

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No. 90/2019

Sh. Parkash Singh S/o Sh. Bohar Singh, R/o Village Tarkhan Wala, Tehsil Malout, District Sri Muktsar Sahib.

.....Workman



Versus

1. Sangeeta Brothers, near ITI Petrol Pump, Fazilka through its partners Sanjeev Kumar and Sangeet Kumar.
2. Joginder Singh Manager Operation, Bharat Petroleum Corporation Ltd. Mansa Road, Near Jassi Chowk, Bathinda.
3. Bharat Petroleum Corporation Ltd. Mansa Road, Near Jassi Chowk, Bathinda.

.....Respondents

**AWARD****Passed on:-13.03.2023**

1. The workman Parkash Singh has directly filed this claim petition under Section 2-A of the Industrial Dispute Act 1947(hereinafter called the Act), alleging therein that the workman was employed as Cleaner with the respondent on their tanker since 2010 and was drawing a salary of Rs. 6500/- per month. The workman was also an EPF Subscriber and regular contributions to the EPF were being paid by the workman and the respondents. On 31.10.2016 when the workman went to perform his duty, the respondents did not allowed the workman to perform his duty by saying that the services of the workman have been terminated w.e.f. 31.10.2016. The services of the workman have been terminated illegally, wrongfully, arbitrarily and with mala fide intention without any notice, serving any charge-sheet, enquiry or compensation as required under Section 25-F of the ID Act which is the clear cut violation of the provisions of ID Act. The workman has been continuously working since 2010 and thus have worked for more than 240 days in all the calendar years upto the illegal termination on 31.10.2016. The respondents have retained the juniors to the workman in service and even new persons have been recruited. The workman is still unemployed after his termination by the respondents despite his best efforts to get employment. It is therefore, prayed that the services of the workman may kindly be reinstated with continuation of service with full back wages.
2. Respondents has not filed any written statement.
3. On 13.03.2023 during the pendency of the proceedings before this Tribunal, Sh. DPS Joura, Ld. AR of workman has filed an application, alleging therein that as per the instruction of the workman he wants to withdraw his case as the matter has been amicably settled between the parties. For that reason he wants to withdraw the case on behalf of workman. His statement in this regard has been recorded separately. Since a settlement has been arrived at between the parties, there is no need to proceed with the matter further.
4. It is now well settled position in law that any settlement arrived at between the parties is legally binding upon both the parties in terms of the provisions of Section 18 of the Industrial Disputes Act, 1947.
5. In view of the application moved by Sh. DPS Joura, Ld. AR of workman, the present case is dismissed as settled. The application moved as well as the statement made by Sh. DPS Joura, Ld. AR of workman shall remain the integral part of the Award. File after completion be consigned in the record room.
6. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

J.K. TRIPATHI, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2025

**का.आ. 614.**—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिंदुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड के कारखानों और स्थापनों के नियमित कर्मचारियों को उक्त अधिनियम के प्रवर्तन से छूट प्रदान करती है।

2. यह छूट राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से एक वर्ष की अवधि के लिए प्रभावी होगी।

3. छूट निम्नलिखित शर्तों के अधीन है, अर्थात्:-

- (1) कारखाना और स्थापन छूट प्राप्त कर्मचारियों के नाम और पदनाम विनिर्दिष्ट करते हुए, कर्मचारियों का एक रजिस्टर रखेगी;

- (2) कर्मचारी उक्त अधिनियम के अधीन ऐसे फायदे प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अभिदाय के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए अभिदाय, यदि पहले ही संदत्त किए जा चुके हों, तो वे प्रतिदेय नहीं होंगे;
- (4) उक्त कारखाने और स्थापन का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तन के अध्यक्षीन था ऐसी विवरणियां, ऐसे प्ररूपों में और ऐसी विशिष्टियों से युक्त होगी जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन निगम द्वारा नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस प्रयोजन के लिए इस निमित्त प्राधिकृत कोई अन्य पदधारी, -
  - (i) उक्त अधिनियम की धारा 44 की उपधारा (1) के अधीन, उक्त अवधि के लिए प्रस्तुत किसी विवरणी में अंतर्विष्ट विशिष्टियों को सत्यापित करने; या
  - (ii) यह अभिनिश्चयन करने के लिए कि उक्त अवधि के लिए कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख रखे गये थे या नहीं; या
  - (iii) यह अभिनिश्चयन करने के लिए कि कर्मचारी, नियोजक द्वारा प्रदत्त किए गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार है या नहीं; या
  - (iv) यह अभिनिश्चयन के लिए कि उस अवधि के दौरान, जब उक्त कारखाने और स्थापन के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा -
    - (क) प्रधान या अव्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे इस अधिनियम के प्रयोजन के लिए आवश्यक समझे; या
    - (ख) ऐसे प्रधान या अव्यवहित नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी युक्तियुक्त समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह कार्मिक के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या उनको ऐसी जानकारी दें जो वह आवश्यक समझे; या
    - (ग) प्रधान या अव्यवहित नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति की, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, जिसके बारे में उक्त निरीक्षक या अन्य पदधारी को यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
    - (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की प्रतिया तैयार करना या उद्धरण लेना; या
    - (ङ) ऐसी अन्य शक्तियों का प्रयोग करना जो विनिर्दिष्ट की जाए।
- (6) अपविनिधान या निगमीकरण की दशा में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नई इकाई छूट के लिए समुचित सरकार को आवेदन कर सकेगी।

[सं. एस-38014/09/2020-एस एस-1]

धीरेंद्र मोहन खरे, अवर सचिव

New Delhi, the 16th April, 2025

**S.O. 614.**—In exercise of the powers conferred by section 88 read with section 91 A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of factories and establishments of the Hindustan Petroleum Corporation Limited from the operation of the said Act.

2. The exemption shall be effective for a period of one year from the date of publication of this notification in the Official Gazette.

3. The exemption is subject to the following conditions, namely:-

(1) the factories and establishments shall maintain a register of the employees specifying the names and designations of the exempted employees;

(2) the employees shall continue to receive such benefits under the said Act to which they would have been entitled to on the basis of the contribution paid prior to the date from which exemption granted by this notification operates;

(3) the contribution for the exempted period, if already paid, shall not be refundable;

(4) the employer of the said factory and establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

(5) a Social Security Officer appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf by it shall for the purpose of,-

(i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the said period; or

(ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory and establishment,

to be empowered to —

(a) require the principal or immediate employer to furnish to him such information as he may consider necessary for the purpose of this Act; or

(b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or

(c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or

(d) make copies of or take extracts from any register, account, book or other document maintained in such factory, establishment, office or other premises; or

(e) exercise such other powers as may be specified.

(6) in case of disinvestment or corporatisation, the exemption granted shall stand cancelled and the new entity may apply to the appropriate Government for exemption.

[No S-38014/09/2020-SS-I]

D.M. KHARE, Under Secy.

नई दिल्ली, 16 अप्रैल, 2025

**का.आ. 615.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कुलपति, पंजाब केन्द्रीय विश्वविद्यालय, सिटी कैम्पस, मनसा रोड, बठिंडा; प्रभारी, चेकमेट फैसिलिटी एवं

इलेक्ट्रॉनिक सॉल्यूशंस प्राइवेट लिमिटेड, साहिबजादा अजीत सिंह नगर, पंजाब, के प्रबंधन के संबद्ध नियोजकों और श्री अनिल कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय-1, चंडीगढ़, पंचाट (संदर्भ संख्या 167/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 16.04.2025 को प्राप्त हुआ था।

[सं. एल 42012/168/2018-आई आर (डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th April, 2025

**S.O. 615.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 167/2018) of the **Central Government Industrial Tribunal cum Labour Court-1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Vice Chancellor, Central University of Punjab, City Campus, Mansa Road, Bathinda; Incharge, Checkmate Facility and Electronic Solutions Pvt. Ltd., Sahibzada Ajit Singh Nagar, Punjab, and Shri Anil Kumar, Worker**, which was received along with soft copy of the award by the Central Government on 16.04.2025.

[No. L-42012/168/2018- IR (DU)]

DILIP KUMAR, Under Secy.

### ANNEXURE

**In the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh.**

**Present: Sh. J.K. Tripathi, Presiding Officer.**

ID No.167/2018

Registered on:-25.02.2019

Sh. Anil Kumar S/o Sh. Ram Chand R/o Multania Road Near Petrol Pump, Shiv Mandir, Khala No. 2, Bathinda - 151001

.....Workman

Versus

1. The Vice Chancellor, Central University of Punjab, City Campus, Mansa Road, Bathinda-151001
2. Incharge, Checkmate Facility and Electronic Solutions Pvt. Lt SCF-128, Phase-3, B2, Sec-60, Sahibzada Ajit Singh Nagar, Punjab-160055

.....Respondents/Managements

### Appearances

For the Workman	None
For the Respondent No. 1	Sh. Puneet, Assistant Engineer
For the Respondent No. 2	None

### AWARD

**Passed On:- 20.01.2023**

Central Government vide Notification No. L-42012/168/2018-IR(DU) dated 24.01.2019, under clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal.

**“Whether the action of management and Central University of Punjab, Bathinda and Checkmate Facility and Electronic Solutions Pvt. Ltd. In terminating the services of Sh. Anil Kumar w.e.f. 30.09.2012 is legal, fair and justified? If not, what relief the workman is entitled to and from which date?”**

1. The Ministry of Labour & Employment, Government of India while referring the above Industrial Dispute for adjudication also directed the following:-

*“The parties raising the dispute shall file a statement of claim complete within relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of this order of reference and also forward a copy of such a statement to each of the opposite parties involved in this dispute under rule 10(B) of the Industrial dispute (Central), Rules, 1957”.*

2. However, no claim statement was filed by the workman within the stipulated period. Despite the directions of the Central Government not complied by the workman opportunity was provided to the workman and, therefore, on receipt of the above reference notice was sent to the workman as well as to the respondents/managements for appearances for adjudication. The postal article sent to the workman, referred above, is deemed to have been served on the parties under dispute as the post sent has not been received back as undelivered.

3. Workman has been given sufficient opportunities to file claim statement but none turned up in spite of several opportunities afforded to file claim statement. This shows that the workman is not interested in adjudication of the matter on merit.

4. Since the workman has neither put his appearance nor he has filed statement of claim to prove his cause against the respondents/managements. As such this Tribunal is left with no alternative except to pass a ‘No Claim Award’. Accordingly, ‘No Claim Award’ is passed in the instant reference ID No.167/2018.

5. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

JYOTI KUMAR TRIPATHI, Presiding Officer

नई दिल्ली, 16 अप्रैल, 2025

**का.आ. 616.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एएससी सप्लाय डिपो उधमपुर, जम्मू और कश्मीर के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय **चंडीगढ़-II** के पंचाट (10/2024) प्रकाशित करती है।

[सं. एल 12025/01/2025- आई आर (बी-1)-52]

सलोनी, उप निदेशक

New Delhi, the 16th April, 2025

**S.O. 616.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.10/2024) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Chandigarh-II* as shown in the Annexure, in the industrial dispute between the management of ASC Supply Depot Udhampur, Jammu and Kashmir and their workmen.

[No. L-12025/01/2025- IR (B-I)-52]

SALONI, Dy. Director

#### ANNEXURE

#### IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

(Presided over by Mr. Kamal Kant).

#### Special Campaign for Settlement

ID No.10/2024

Registered on:-31.05.2024

Kuldeep, Mand Udhampur, Jammu and Kashmir-182121

----- Workman

Versus

ASC Supply Depot Udhampur, Jammu and Kashmir-182121.

----Management

Present:- None for Workman

None for management.

**Award : 08.03.2025**

Central Government vide Notification No.08(103A)/2023/RLC/Jmu dated 31.05.2024, under of sub-section (5) of Section 12 read with sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

***“Whether the action of management of the Commandant, 222 ASC Depot Udhampur, UT of Jammu and Kashmir-905222 in terminating services of workman w.e.f. 23.09.2023 is legal and justified? If not, then to what relief the concerned workman is entitled to and from which date and what other directions are necessary in the matter?”***

1. The matter is fixed for filing claim statement by the workman since 31.07.2024. However, no one is turning up on behalf of workman since 31.07.2024. Notice was issued to the workman on 31.07.2024, for 13.12.2024. However, none appeared on 13.12.2024 and notice was issued for 25.02.2025 to the workman for 25.02.2025. On 25.02.2025 also, none appeared on behalf of the workman despite service. Havaladar Anil Kumar appeared on behalf of management on 25.02.2025 and made a statement that the workman is not interested in pursuing the matter his case may be put up in Lok Adalat. The workman has been given sufficient opportunities to file claim statement but none turned up in spite of the opportunities afforded to the workman for filing claim statement, which shows that the workman not interested in adjudication of the matter on merit.
2. Since the workman has neither put his appearance nor he has filed any claim statement to prove his case against the respondent and in view of the statement dated 25.02.2025 of AR for management, this Tribunal is left with no choice, except to pass a 'No Claim Award'. Accordingly, 'No Claim Award' is passed in the present reference.
3. Let copy of this award be sent to the Appropriate Government as required under Section 17 of the Act for publication.

KAMAL KANT, Presiding Officer